# Memorandum of Understanding

#### Between

#### Centre for Cellular and Molecular Platforms - C-CAMP

#### And

# Banasthali Vidyapith

Centre for Cellular and Molecular Platforms (C-CAMP) is India's premier innovation and technology hub as well as one of the largest life science incubators in the country. An initiative of Department of Biotechnology, Ministry of Science and Technology, Govt. of India, C-CAMP's mandate is to enable cutting-edge life science research and innovation, and promote life science entrepreneurship. C-CAMP has funded, incubated and mentored over 110 start-ups over the last few years. It is a member of the Bangalore Life Sciences Cluster (BLiSc).

Whereas C-CAMP has been working in the area of Life Science Entrepreneurship for over 8 years and has developed significant expertise in fostering and nurturing bio-entrepreneurs through funding, incubation, mentorship programs, entrepreneurship development programs, accelerator and advancement programs.

Banasthali Vidyapith, an Institution deemed to be University, notified by the Government of India vide its notification No. F.9-6/81-U.3 dated 25th October, 1983 under section 3 of the UGC Act, 1956 and having its registered address at Banasthali Vidyapith, P.O. Banasthali Vidyapith-304022, Rajasthan, India.

Whereas, Banasthali has an Incubation Centre supported by Atal Innovation Mission, NITI Aayog for promoting Entrepreneurship by providing support and environment for conceiving, realizing, promoting and nurturing startup culture and development of knowledge based entrepreneurship amongst Students, Faculty and other institutes as well as any other aspiring entrepreneurs across India leading to successful ventures.

The Atal Incubation Centre at Banasthali intends to promote innovations in Life Sciences and the Atal Incubation Centre would like to leverage C-CAMP's experience in promoting bio-entrepreneurship and create an entrepreneurship enabling environment at Banasthali and C-CAMP is keen to work with Banasthali.

C-CAMP and Banasthali would now like to enter a strategic partnership with the objective of setting up "C-CAMP Banasthali Vidyapith Hub for Women Bio-entrepreneurship" at Banasthali Vidyapith to build an entrepreneurship ecosystem at Banasthali to nurture and promote Women Led Entrepreneurship and Women Entrepreneurs in the field of Life-sciences.

Activities under this strategic partnership will include:

- 1. Running entrepreneurship development programs at Banasthali Vidyapith
- 2. Enhancing bio-incubation capabilities at the Atal Incubation Centre, Banasthali Vidyapith.

C-CAMP and Banasthali expressly acknowledge and agree that this MoU sets forth the current intentions of the Parties, and does not constitute nor shall it be construed as creating any legally enforceable or binding legal right or obligation for either C-CAMP or Banasthali except that the terms and conditions specified below shall be enforceable and binding on both parties.

- 1. Roles and Responsibilities: The Entrepreneurship development activities will be driven by the BIRAC Regional Entrepreneurship Centre (BREC) at C-CAMP and by Atal Incubation Centre; the Incubation activities will be driven through Bio-Incubation Programme from C-CAMP and by Atal Incubation Centre.
- 2. Expenses for activities under this strategic partnership: For the Entrepreneurship Development activities, C-CAMP and Banasthali will contribute towards the costs, which would be pre-determined, in a mutually agreed proportion. For enhancing the incubation capabilities at Banasthali, C-CAMP and Banasthali would jointly apply for funding from government or any other schemes/funding agencies. However, it would not be binding on any of the parties to include the other while applying for funds from any external agency for the Hub, which are outside the scope of the Activities and Programs planned under this MoU.
- 3. Implementation Plan: The Parties will prepare an implementation plan for undertaking the various activities to achieve the objectives laid out in this MoU.
- 4. IP Intellectual Property Ownership: Unless specifically called out, the IP developed will be owned by the party that develops it.
- 5. Equity: Equity or any monetary consideration acquired from the start-ups under this MoU may be acquired equally by both Parties under individually negotiated terms
- 6. Relationship of the Parties: C-CAMP and Banasthali agree that this MoU represents a non-exclusive relationship between the parties, and nothing contained herein shall preclude either party from participating in other similar relationships with third parties.

Offg. Secretary

7. Limitation of Liability: To the maximum extent permitted by applicable law, in no event shall C-CAMP

AND / OR Banasthali be liable for any damages whatsoever, including without limitation direct, indirect,

special, consequential, and/or punitive damages, arising out of, resulting from or in connection with this

MoU, except as may OTHERWISE be provided IN ANY separate written agreement between C-CAMP and

Banasthali.

8. Duration and Termination: This MoU shall be effective for an initial period of three years(3) from the date

of final signature and may be renewed further on mutually agreed terms. Either C-CAMP or Banasthali may

terminate this MoU without cause upon thirty days (30) prior written notice.

9. Entire Agreement. This MoU shall constitute the entire agreement between the parties with respect to its

subject matter and merges all prior and contemporaneous communications, both written and oral. This MoU

shall not be modified except by a written agreement signed on behalf of C-CAMP and Banasthali by their

respective duly authorized representatives.

Accepted and agreed to as of the day and year first above written:

C-CAMP

Signature

Dr. Taslimarif Saiyed

CEO and Director

Date: 22/05/2019

Dr. Taslimarif Saived

**Chief Executive Officer** 

Centre for Cellular and Molecular Platforms (C-CAMP)

GKVK, Bellary Road, Bangalore - 560 065

Banasthali Vidyapith

Authorized Signatory

Prof. Dharma Kishore

Offg. Secretary

Banasthali Vidyapith







# Erasmus+ Partnership Agreement

# Partnership Agreement

597932-EPP-1-2018-1-IN-EPPKA2-CBHE-JP(2018-3768/001-001) [ENhancing female entrePREneurship in iNDIA /Enprendia

The present Partnership Agreement, hereinafter referred to as "the Agreement", is made and entered into by and between,

Kalinga Institute of Industrial Technology, Campus-1, KIIT University, Patia, Bhubaneswar India-751024

Hereinafter referred to as the "coordinator", represented for the purposes of signature of the Agreement by MrutyunjaySuar, Director, KIIT-TBI, the legal representative as defined in the Grant Agreement 597932-EPP-1-2018-1-IN-EPPKA2-CBHE-JP(2018-3768/001-001),

and the following beneficiaries:

1. BanasthaliVidyapith-established in 1935 [India]

[idem for each beneficiary]

hereinafter referred to as the "beneficiaries", represented for the purposes of signature of this Agreement by their legal representatives, according to the Mandates previously signed and attached to the Grant Agreement (here in Annex IV).

Offg. Secretary Banasthali Vidyapith

Dr. Mrutyunjay Suar
CEO
KIIT-Technology Business Incubator (KIIT-TBI)
KIIT University







Where a provision applies without distinction to the "coordinator" and the "beneficiaries", for the purpose of this Agreement they will be collectively referred to as the "beneficiaries".

The parties hereby have agreed as follows:

Article 1

Subject of the Partnership Agreement

- 1.1 This Agreement defines the terms that govern the relations between the parties, by establishing their rights and obligations, and lays down the rules of procedure for the work to be carried out in order to successfully implement the Erasmus+ CBHE action ENPRENDIA] (hereinafter referred to as the "project").
- 1.2 The coordinator and the beneficiaries, undertake to do everything in their power to carry out the work programme forming the subject of this Agreement, which falls within the framework of the Grant Agreement [597932-EPP-1-2018-1-IN-EPPKA2-CBHE-JP(2018-3768/001-001)], concluded between the coordinator and the Education, Audiovisual and Culture Executive Agency (hereinafter referred to as the "Executive Agency"), related to the above-mentioned project.
- 1.3 The subject matter of this Agreement and the related work programme are detailed in the annexes of the Grant Agreement. The respective Grant Agreement terms and conditions, related annexes and guidelines, shall form an integral part of the present Agreement, and take precedence over it (see Article 20 of the present Agreement for the list of annexes).
- 1.4 The coordinator and the beneficiaries shall be bound by the terms and conditions of this Agreement, the Grant Agreement and any further amendments of the latter.

Article 2

Duration

Offg. Secretary Banasthali Vidyapith

Dr. Mrutyunjay Suar
CEO

KIIT-Technology Business Incubator (KIIT-JBI)

KIIT University



# Erasmus+ PROJECT Enprendia 59-352-EPP-1-2018-1-IN-EPPKA2-CBHE-JP(2018-3768/001-001) Enprendia— Enhancing Female Entrepreneurship in India



- 2.1 This Agreement shall enter into force on the date the last party signs, but shall have retroactive effect from the starting date of the eligibility period laid down in the Grant Agreement.
- 2.2 The period of eligibility of the activities and the costs shall be in accordance to the dispositions of the Grant Agreement or any subsequent amendments of it.
- 2.3 The present Agreement shall remain in force until the coordinator has been discharged in full of his obligations arising from the Grant Agreement signed with the Executive Agency.

#### Article 3

# Obligations and responsibilities

3.1 General obligations and role of the beneficiaries (including the coordinator).

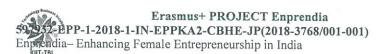
#### The beneficiaries:

- (a) are jointly responsible for carrying out the activities attributed to them, and shall conduct the work in accordance with the work programme and schedule set forth in the Grant Agreement and approved application, working to the best of their abilities to achieve the defined results and taking full responsibility for their work in accordance with accepted professional principles;
- (b) undertake to comply with all the provisions of the Grant Agreement and its annexes, with all the provisions of this Agreement, as well as with EU and national legislation;
- (c) are jointly responsible for complying with any legal obligations incumbent on them jointly or individually;
- (d) shall provide staff, facilities, equipment and material to the extent needed for executing the activities as specified in the work programme;
- (e) shall be responsible for the sound financial management and cost efficiency of the funds allocated to the project.

Offg. Secrets Banasthali Vidyapıın

Dr. Mrutyunjay Suar
CEO
CEO
KIIT University







3.2 Specific obligations and role of the coordinator.

The coordinator undertakes to:

- (a) be responsible for the overall coordination, management and implementation of the project in accordance with the Grant Agreement;
- (b) be the intermediary for all communication between the beneficiaries and the Executive Agency, and inform the beneficiaries of any relevant communication exchanged with the Executive Agency;
- (c) inform the beneficiaries of any changes connected to the project or to the Grant Agreement, or of any event likely to substantially affect the implementation of the action;
- (d) as the sole recipient of payments on behalf of all beneficiaries, transfer funds to the beneficiaries without unjustified delay and in accordance with the dispositions for payments laid down in Article 5 of this Agreement;
- (e) manage and verify the appropriate spending of the funds in accordance with the dispositions of the Grant Agreement and this Agreement;
- (f) comply with all reporting requirements *vis-à-vis* the Executive Agency, as per the dispositions of Article I.4 of the Grant Agreement. The coordinator shall not delegate any part of this task to any party;
- (g) establish payment requests on behalf of the beneficiaries, as per the dispositions of Article I.4 of the Grant Agreement;
- (h) provide one copy of this Agreement duly signed to each beneficiary and to the Executive Agency within 6 months of the signature of the Grant Agreement.
- (i) provide the beneficiaries with official documents related to the project, such as the signed Grant Agreement and its annexes, the Guidelines for the Use of the Grant, the various reports templates and any other relevant document concerning the project.
- (j) transmit to the beneficiaries copies of all reports submitted to the Executive Agency, as well as copies of any feedback letters received from the Agency following report assessment and field monitoring visits.

Offg. Secretary Banasthali Vidyapith

Dr. Mrutyunjay Suar
CEO
Kitt-lechnology Business Incubator (KIIT-TBI)
KIIT University







3.3 Specific obligations and role of each beneficiary (excluding the coordinator).

Each beneficiary undertakes to:

- (a) ensure adequate communication with the coordinator and with the other beneficiaries;
- (b) support the coordinator in fulfilling its tasks according to the Grant Agreement;
- (c) submit in due time to the coordinator all relevant data needed to draw up the reports, financial statements and any other documents provided for in the Grant Agreement, as well as all necessary documents in the events of audits, checks or evaluations;
- (d) provide the coordinator with any other information or documents it may require and which are necessary for the management of the project;
- (e) notify the coordinator of any event likely to substantially affect or delay the implementation of the action, as well as of any important deviation of the project (e.g. replacement of the project contact person, changes in partner's budget, deviations from work plan etc.);
- (f) inform the coordinator of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.

#### Article 4

# Financing the action

- 4.1 The maximum Erasmus+ grant contribution to the project for the contractual period covered by the Grant Agreement amounts to EUR 981,676.00 and shall take the form as stipulated in Annex III of the Grant Agreement.
- 4.2 The Erasmus+ grant contribution is awarded to the partnership under the form of:
  - a "reimbursement of actual costs" for Equipment and Subcontracting costs
  - a "unit contribution" to the costs incurred for Staff costs, Travel costs and costs of Stay

    Stay





# Erasmus+ PROJECT Enprendia 59 52-EPP-1-2018-1-IN-EPPKA2-CBHE-JP(2018-3768/001-001) Enprendia – Enhancing Female Entrepreneurship in India



- 4.3 The grant contribution to the project is intended to cover only part of the costs actually incurred by the beneficiaries in carrying out the activities foreseen. The beneficiaries commit to provide additional resources to the project so as to ensure its full implementation in accordance with the Grant Agreement.
- 4.4 Full details of the estimated budget breakdown per funding source, beneficiary and budget category is given in Annex I of this Agreement.

## Article 5

# Payment arrangements

5.1 The coordinator will transfer the part of the Erasmus+ grant contribution corresponding to each individual beneficiary using the accounts stipulated below.

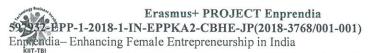
Name and Address of the	·	
Account Holder:	BanasthaliVidyapith	
Name of Bank:	State Bank of India	
Bank Address:	Branch Banasthali (Tonk), P.O.	
,	BanasthaliVidyapith, Rajasthan – 304022, India	
IBAN Number:	SBININBB154	
Bank Account Number:	32132800012	
Swift Code:	SBININBB154	

In the following table the planned partner budget is given according to the categories of project expenses, and is expressed in Euros, in accordance with the Grant Agreement:

Cost Category	Amount in EURO
Staff cost	€ 13635
Travel cost	€ 39235
Equipment cost	€ 18000









Subcontracting costs	€ Nil	
Total EU contribution	€ 70870	
Total Partner contribution (co-	6 7260	
financing)	€ 7360	

The abovementioned figures indicate a maximum. The Erasmus+ grant of the partner can be lower if the actual expenditures performed for the project are less than expected. Furthermore this amount can only be paid if accompanied by eligible supporting documentation; Timesheets are to be kept and submitted only if requested by the project coordinator. The amount endorsed may be recalculated after the submission of the progress report and the delivery of the second instalment from the EACEA.

Any changes need to be communicated to the coordinator well in advance and must not exceed the flexibility rate of 10% per budget headings. Only the coordinator may adjust the estimated budget by transfer between headings and inform the EACEA should changes higher than 10% occur.

At the end of the project, the spent amounts may be lower than the ones initially planned. They shall under no circumstances exceed the stated expenses.

The final amount paid to the partner by the coordinator will be defined only once the total Erasmus + CBHE grant has been confirmed by the EACEA after the end of the project.

The coordinator shall pay the partner for work completed satisfactorily according to the description and schedule of this work.

Financial reports, as well as progress reports, are to be submitted by the partner (incl. supporting documents) to ensure transparent use of the budget. A template will be provided by the coordinator.

The submission of the institutional reports will strictly follow the deadlines and templates as indicated in Annex III the partnership agreement

Dr. Mrutyunjay Suar
CEO
KIIT-Technology Business Incubator (KIIT-TBI)
KIIT University





5.2 The transfer of the Erasmus+ grant contribution to individual beneficiaries will be implemented in accordance with the following timetable and procedure:

# Payment(s) in advance

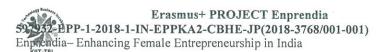
The coordinator will transfer to the institutional account of the beneficiary part of the estimated Erasmus+ grant contribution identified under Article 5 of this Agreement, in the following way:

- 1. First Payment 30% of the estimated Erasmus+ grant contribution at the time of signature of this Agreement
- 2. Second Payment 30% of the estimated Erasmus+ grant contribution within [90] days of the reception of the necessary proofs of expenditure/activity covering the amount of advance payment(s) already made for the first year of the project.
- 3. Third Payment 20% of the estimated Erasmus+ grant contribution within [90] days of the reception of the necessary proofs of expenditure/activity covering the amount of advance payment(s) already made for the first 2 years of the project. Provided that the partner has provided eligible supporting documentation on the project expenditure of at least 70% of the first two payments.
- 4. Fourth Payment (Balance Payment) 20% of the estimated Erasmus+ grant contribution within [90] days of the reception of the necessary proofs of expenditure/activity covering the amount of advance payment(s) already made for the whole duration of the project. With the following stipulations:
  - o Provided that the EACEA has approved the consortia overall expenses and there are no penalties.
  - Provided that the partner has spent their whole budget and provided eligible supporting documentation on the project expenditure of at least

Dr. Mrutyunjay Suar
CEO
KIIT-Technology Business Incubator (KIIT-TBI)
KIIT University

Offg. Secretary







- 5.3 Beneficiaries are obliged to use the Erasmus+ grant contribution exclusively for the purposes defined by the project, and in accordance with the terms and provisions of the present Agreement and the Grant Agreement and its annexes. Erasmus+ grant amounts received in advance and not used by the beneficiaries will be reimbursed to the coordinator at the latest 30 days after the end of the project's contractual period.
- 5.4 If there is a difference between the amount of the Erasmus+ grant contribution actually used by the partnership and the amount of expenditure declared eligible by the Executive Agency at the end of the project, the following procedure will apply:
- 1) the beneficiary responsible for the expenditure declared ineligible will reimburse the corresponding amount to the coordinator.
- 5.5 The costs of financial transfers shall be borne as following:
  - costs of receipt charged by the bank of a beneficiary shall be borne by the beneficiary;
  - all costs of repeated transfers caused by one of the parties shall be borne by the party who caused repetition of the transfer.

#### Reporting

- 6.1 The coordinator is responsible for submitting in due time to the Executive Agency all reports and financial statements as required in the Grant Agreement. For this purpose and in a timely manner, the beneficiaries commit to provide the coordinator with all necessary information and, if applicable, copies of supporting documents needed for drawing up reports, financial statements and any other documents required in the Grant Agreement.
- 6.2 The coordinator shall provide the beneficiaries with the appropriate reporting forms for the declaration of expenses/activities and the respective instructions for their completion. These reports must be drawn up in EURO.

Offg. Secretary Banasthali Vidyapit

Dr. Mrutyunjay Suar
CEO
KIIT-Technology Business Incubator (KIIT-TB)







6.3 The beneficiaries shall keep a record of any expenditure/activity incurred under the project and all proofs and related documents for a period of 5 years after the payment of the final balance under the Grant Agreement. The coordinator may reject any item which cannot be justified in accordance with the rules set out by the Executive Agency in the Grant Agreement and in the Guidelines for the Use of the Grant.

#### Article 7

# **Budgetary and financial management**

- 7.1 The Erasmus+ grant contribution to the project's staff costs, travel costs and costs of stay will be calculated on the basis of "unit contributions" whose individual amounts are specified in the Erasmus+ Programme Guide, in the Guidelines for the Use of the Grant and in the Guidelines for the Special Mobility Strand (when applicable).
- 7.2 For the implementation of the project and the beneficiary's reimbursement of costs incurred in terms of staff, travel and costs of stay, the partnership will apply the unit costs amounts defined in the Erasmus+ Programme Guide and in the Guidelines for the Use of the Grant
- 7.3 The Erasmus+ grant contribution to the project's equipment and subcontracting costs will be based on the justification of the costs actually incurred. This justification will take the form of the support documentation specified in the relevant section of the Guidelines for the Use of the Grant.
- 7.4 The beneficiaries confirm that they respect the social and labour legislation of their country regarding the costs of staff contributing to the project.
- 7.5 Each beneficiary is responsible for ensuring adequate insurance arrangements for their staff and students while participating in project activities.







# General administrative provisions

8.1 Any important project related communication between the parties shall be done in writing and addressed to the appointed project manager of each beneficiary, as per the details below:

For the coordinator:

SurekhaRoutray

KIIT-TBI, Campus-11, KIIT University

Bhubaneswar, Odisha, India-751024]

surekha@kiitincubator.in

For the beneficiary:

Prof. Dharma Kishore

BanasthaliVidyapith, P.O. BanasthaliVidyapith, Rajasthan – 304022, India abhishek.pareek@banasthali.in

8.2 Any changes to the above information should be communicated in a timely manner.

#### Article 9

# Promotion and visibility

- 9.1 The coordinator and the beneficiaries shall ensure adequate promotion of the project and commit to playing an active role in any actions organised to capitalise on, exploit / disseminate the results of the project.
- 9.2 Any notice or publication by the project, including at a conference or a seminar, must specify that the project is being co-financed by EU funds within the framework of the Erasmus+ Programme, and must comply with the visibility rules laid down in Articles I.10.8 and I.10.9 of the Grant Agreement, as well as in section 1.6 of the



Banasthali Vidyapith







# Confidentiality and data protection

10.1 The coordinator and the beneficiaries undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classed as confidential, if disclosure could cause prejudice to the other party. The parties shall remain bound by this obligation beyond the closing date of the action.

10.2 All personal data contained in or relating to this Agreement shall be processed in accordance with the dispositions of Article II.6 of the Grant Agreement.

#### Article 11

# Ownership and property rights

11.1 The ownership of all project results, including copyrights and intellectual property rights, as well as all reports and other documentation resulting from the action, shall be vested in the beneficiaries, in compliance with Article I.7 of the Grant Agreement.

11.2 Materials already developed and brought in may be only used within the scope of the project as templates of good practice. Copyrights shall be strictly safeguarded and permission for reproduction and scale of production has to be settled beforehand.

#### Article 12

#### Liability

12.1 Each of the contracting parties discharges the other of any civil liability for any damages suffered by itself or its staff/students as a result of the performance of this Agreement, insofar as such damages are not due to serious or intentional negligence or fault of the other party or its staff/students.

Offg. Secretary Banasthali Vidyapith

Dr. Mrutyunjay Suar
CEO
KIIT-Technology Business Incubator (KIIT-T3I)
KIIT University







Conflict of interest

13.1 The coordinator and beneficiaries must undertake all necessary precautions to prevent any risk of conflicts of interest which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or

any other shared interest.

13.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the coordinator without delay, and the beneficiary in cause shall

undertake to take all necessary measures to rectify this situation at once.

13.3 The coordinator will decide if it is deemed necessary to inform the Executive

Agency as provided for in Article II.4 of the Grant Agreement.

Article 14

Working languages

14.1 The working language of the partnership shall be English.

14.2 Both parties commit in allocating to the project staff with enough knowledge of

the working language, allowing a smooth communication and understanding of the

matters discussed.

Article 15

Conflict resolution

15.1 In case of conflict between the project partners resulting from the interpretation or

the application of this Agreement, or in connection with the activities contained within,

the parties involved shall make the effort to come to an amicable arrangement rapidly

and in the spirit of good cooperation.

Offg. Secretary Banasthali Vidyapith

Dr. Mrutyunjay Suar
CEO
KIIT-Technology Business Incubator (KIIT-TBI)
KIIT University







15.2 Disputes should be addressed in writing to the project Steering Committee (or a body consisting of representatives of all the project partners), that will try to mediate in order to resolve the conflict.

Article 16

Applicable law and jurisdiction

16.1 This Agreement is governed by the Indian law, being the law of the coordinator's country.

16.2 In case of any disputes on matters under this Agreement, which cannot be

resolved by an amicable settlement, the matter shall have to be decided in accordance

with the jurisdiction of the coordinator's country.

16.3 If any provision of this Agreement or the application of any such provision shall

be considered invalid or unenforceable in whole or in part for legal requirements, all

other stipulations remain valid and binding to both parties.

16.4 If any provision in this Agreement should be wholly or partly ineffective, the

parties to this Agreement undertake to replace the ineffective provision by an effective

provision which comes as close as possible to the purpose of the ineffective provision.

16.5 This Agreement is concluded in English. In the event of translation of this

Agreement and its annexes, the English version shall prevail.

Article 17

Termination of the Agreement

17.1 In the event that any of the beneficiaries fail to perform any obligations under the present Agreement or the Grant Agreement, the coordinator may terminate their

participation in the project, upon formal written authorisation by the Executive Agency.

Dr. Mrutyunjay Suar

Offg. Secretary Banasthali Vidyapith

KIIT-Technology Business Incubator (KIIT-TBI)
KIIT University





17.2 The coordinator shall notify the beneficiary in cause by registered letter. The beneficiary has one month to supply all relevant information to appeal the decision.

Article 18

Force Majeure

18.1 If either parties face a case of *force majeure* (as per defined in article II.14 of the Grant Agreement), it shall promptly notify the other party in writing, specifying the nature, probable duration and expected effects of this event.

18.2 Neither of the parties shall be deemed in breach of its obligations if it has been prevented from performing its tasks due to *force majeure*. The parties shall take all necessary measures to minimise possible damage to successful project implementation.

Article 19

**Amendments** 

19.1 Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of both parties. No oral agreement may bind the parties to this effect.

19.2 The amendment may not have the purpose or the effect of making changes which might call into question the dispositions of the Grant Agreement.

Article 20

Annexes

Annex I – Copy of the mandates signed between the partners and the coordinator

Annex II - Copy of the Grant Agreement signed between the coordinator and the Executive Agency, its annexes, and any existing amendment.

Offg. Secretary Banasthali Vidyapith

Dr. Mrutyunjay Suar
CEO
KIT-Technology Business Incubator (KIE-TE),
KIT University



# Erasmus+ PROJECT Enprendia 593-32-EPP-1-2018-1-IN-EPPKA2-CBHE-JP(2018-3768/001-001) Enprendia— Enhancing Female Entrepreneurship in India



We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

# For the Coordinator

The legal representative

MrutyunjaySuar

CEO

KIIT-TBI

Bhubaneswar, Indial

For the Beneficiary

The legal representative

Prof. Dharma Kishore

Officiating Secretary

BanasthaliVidyapith

P.O. Banasthali, Rajasthan, India

Dr. Mrutyunjay Suar CEO

Signature and stamp KIIT University

Done in [Bhubaneswar]

For the Coordinator

Date []

Witness

SurekhaRoutray

Manager, Social Incubation

KIIT-TBI

Bhubaneswar, India

For the Beneficiary

Done in [Banasthali]

Offg. Secretary Banasthali Vidyapith Date [06/04/2019]pith

Witness

AbhishekPareek

CEO, AIC Banasthali,

BanasthaliVidyapith,

P.O. Banasthali, Rajasthan, India

Signature and stamp

Done in [Bhubaneswar]

Date []

SUSINESS INC.

KIIT University
Bhubaneswar
751024

Signature and stamp

Done in [Banasthali]

Date [06/04/2019]





# Memorandum of Understanding

This **MEMORANDUM OF UNDERSTANDING** (hereinafter "MoU") is made at **Jaipur** on Wednesday, **15**<sup>th</sup> **May 2019** by and between:

TiE Rajasthan, which is the premier entrepreneurship promotion organisation of Rajasthan active in areas of educating, mentoring, networking, incubating and investing in innovative startups, and having its registered office at C-97, First Floor, Janpath, Behind New Vidhan Sabha, Lal Kothi Scheme, Jaipur – 302015, hereinafter referred to as "TiER"; and AIC Banasthali Vidyapith Foundation (hereinafter referred to as "AIC BV"), (Atal Incubation Centre at Banasthali Vidyapith is supported by Atal Innovation Mission, NITI Aayog) is promoted by Banasthali Vidyapith for supporting and promoting women entrepreneurship. AIC BV is registered as a Section 8 Company under The Companies Act 2013, having its registered office at Plot No. 3, Vivekanand Vyas, Banasthali, Newai, Tonk, Rajasthan. AIC BV is an Incubation Centre in academic institution promoting and nurturing Incubation and Entrepreneurship by providing support and environment for conceiving, realizing, promoting and nurturing entrepreneurship culture and development of knowledge based entrepreneurship amongst Students, Faculty & Staff of the institution and other institutes as well as any other aspiring entrepreneurs in Rajasthan leading to successful ventures.

TiER and AIC-BV are hereinafter together referred to as "Parties" and individually as "Party".

Now this MoU witnesses that:

- The Parties desire to work together towards building a robust startup ecosystem in the field of 'Women Entrepreneurship' in Rajasthan by jointly developing a program, undertake joint incubation, mentoring and investment programs leading to startup building, funding and growth. This would be done through undertaking joint incubation and startup activities.
- 2. Essentially,
  - a) Conduct "Bootcamps / Booster Pitches" to scout and train startups through multiple sessions, with a defined number of startups per session
  - b) Conduct "Diagnostic Panels" and "Mentoring Clinics" as part of incubation and acceleration of startups

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Page 1 of 3





- c) Conduct "Pitching Sessions" involving startups, out of which selected startups are expected to be taken up for investments by Angel/VC Investors.
- d) Jointly support the above invested startups through an intensive process of startup building and risk mitigation.
- 3. AIC-BV will partner with TiER in Rajasthan and the Women Entrepreneurship Programmes conducted under this partnership shall be positioned and named as mutually decided by both parties. The logos of AIC-BV and TiER shall be displayed prominently on the relevant collaterals and outreach communication by both the Parties. The program will be open for Women Startups from Rajasthan in general, applications of which will be open round the year, the selection of startups will be done jointly and startups will be taken up for mentoring & support for a pre-defined duration, thus making them investable.
- 4. It is expected that in the initial stages of the MoU the target would be to mentor a mutually agreed upon number of high potential startups.
- 5. Key roles and responsibilities of AIC-BV
  - a) Design and plan the women entrepreneurship programmes in consultation with TiER
  - b) Outreach, scouting and selection of startups for various sessions and programmes.
  - c) AIC BV can take a nominal charge from incubated startups to cover the program cost.
  - d) Make the calendar for the programs and share the same with TiER for their consent.
  - e) Assess the mentoring needs of the participating startups, and send the profiles to TiER to get relevant mentors on-boarded, atleast 15 days prior to the session / programme.
  - f) Assign one anchor for coordinating and managing the diagnostic panels and business clinics
  - g) Lead the process of mentoring and support post investment with the mentoring support of TiER.

    The organisation of the mentoring panels, documentation shall be done by AIC-BV.
  - h) Suggest speakers and investors from its network for programmes conducted by TiER
  - i) Improve the ecosystem by facilitating registration to bespoke TiE events like Smash Up and others.
  - j) Encourage women entrepreneurs within and outside of AIC-BV network to join TiER as member.
- 6. Key roles and responsibilities of **TiER** 
  - a) Outreach, scouting and selection of startups for various sessions and programmes.



Page 2 of 3





- b) Assign mentors for the Diagnostics Panels, Mentoring Clinics, Booster Pitches and invite interested investors / mentors for The Pitch from its network as per the schedule and calendar of such events as shared by AIC BV and as per the requirements communicated by AIC-BV.
- c) Startups that are taken through the Mentoring Clinics will be required to sign a separate MoU with TiER and AIC-BV which will outline the terms of engagement. Such startups shall be called "Joint Incubatees of TiER and AIC-BV".
- d) TiER will source the mentors on a reasonable basis as per the schedule of activities and sessions informed by AIC-BV and confirm their availability to AIC-BV at the earliest. However AIC-BV is free to invite other mentors from the ecosystem in absence of availability of TiER's mentors or required expertise / skills in TiER's mentor network.
- e) Provide space, if necessary and available, for conducting some of the programmes in the TiER office
- f) TiER will do the outreach of the programmes through its channels like email, social media handles
- 7. All Parties will work towards creating a scalable, sustainable, regional incubation model which can be potentially replicated across India in collaboration with other local TiE and angel investor groups. Both parties will evaluate the possible revenue streams after one year of MoU. The MoU is meant to develop understanding of role of both parties and is not legally binding on any of the parties.
- 8. This **MoU** is for an initial period of 3 year and there on may mutually be renewed for a further period of 2 years. This **MoU** may be modified through an addendum **MoU** or as-required basis.
- 9. The **MoU** can be terminated by either party by giving a 60 days' notice to the other Party, without citing reasons for the same.

Signed and delivered by:

For TiE Rajasthan Name: Dr. Ravi Modani

Designation: Chair - TiE Collaborate

REPRE

For AIC Banasthali Vidyapith Foundation
Name: Abhishek Pareek

Designation: CEO - Atal Incubation Centre

Date: 15<sup>th</sup> May 2019

Place: Jaipur



Accord cadre de coopération
entre
I'Université de Nantes (France)
et
Banasthali University (Inde)
Memorandum of Understanding
Between
Université de Nantes (France)
and

Banasthali University (India)



Banasthali University and Université de Nantes recognizing the benefits of the establishment of international agreements for their institutions, decide to sign this Memorandum of Understanding (MoU).

Both universities agree to carry out this MOU in accordance with the laws and regulations of their respective countries after full consultation and approval of both partners.

Banasthali University, an Institution deemed to be University, notified by the Government of India vide its notification No. F.9-6/81-U.3 dated 25 October, 1983 under Section 3 of the UGC Act, 1956 and having its office at Banasthali Vidyapith P.O. Banasthali Vidyapith-304 022, Rajasthan, INDIA.

In respect of French decree no. 85-1124 signed on October, 21, 1985, relating to international co-operation by public higher education establishments under the auspices of the French minister of Education;

In respect of French decree n°2005-450 signed on May, 11, 2005 relating to the delivery of diplomas in international partnerships. The two universities respectively represented by, Professor Olivier LABOUX, President of Université de Nantes, and Professor Aditya Shastri, Vice Chancellor of Banasthali University, here by confirm their commitment to respect this agreement according to the following terms:

L'Université de Nantes et Banasthali University, conscientes de l'intérêt d'établir des partenariats internationaux pour le développement de leur institution respective, mettent en place cet accord de coopération. Chaque université s'engage à mettre en place cet accord en respectant les lois et réglementations en vigueur dans chaque pays et après consultation et approbation des deux parties.

Vu le décret n° 85-1124 du 21 octobre 1985 relatif à la coopération internationale des établissements publics d'enseignement supérieur relevant du ministère français de l'Education;

Vu le décret n°2005-450 du 11 mai 2005 relatif à la délivrance de diplômes en partenariat international; Les cosignataires, Monsieur le professeur Olivier LABOUX, président de l'Université de Nantes, d'une part, et Monsieur le professeur Aditya Shastri, Vice Chacellor of Banasthali University, d'autre part, s'engagent à ce que les institutions qu'ils représentent légalement respectent le présent accord selon les clauses des articles suivants :

#### Article 1-Purpose of the MOU

Université de Nantes and Banasthali University agree to develop collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.

#### Article 1-Objet de l'accord

L'Université de Nantes et Banasthali University, s'accordent pour réaliser des actions de développement de programmes d'intérêt commun dans l'enseignement et la recherche, dans un esprit d'égalité et de réciprocité.

### **Article 2-Cooperation fields**

The agreement covers the following fields:

- a) exchange of students on a basis of reciprocity,
- b) conducting collaborative research projects including the possibility of joint thesis whose specific conditions will be detailed in a separate agreement,
- c) exchange of faculty for periods to be defined in order to conduct common researches,
- d) conducting lectures and organising symposia,
- e) exchange of academic information and scientific and research materials,
- f) sharing of expertise and initiatives in the interest of both institutions, for the promotion of collaboration in fields of mutual interest.

# Article 2-Champs de coopération

Cet accord concernera:

- a) l'échange d'étudiants selon le principe de réciprocité,
- b) l'élaboration et la réalisation de thèmes communs de recherche, incluant la possibilité de cotutelle de thèse dont les conditions de réalisation sont précisées dans une convention individuelle de cotutelle.
- c) l'échange de spécialistes pour des périodes à définir à des fins de recherches scientifiques communes,
- d) l'organisation commune de conférences et de séminaires,
- e) l'échange d'informations, de publications et de documents de recherche et scientifiques,
- f) l'échange d'expériences présentant un intérêt commun pour les deux institutions et permettant le développement d'une collaboration mutuelle.

# Article 3-Academic fields included in the MoU

Faculties involved:

- a) For Université de Nantes
  - Polytech Nantes
- b) For the Banasthali University
  - Banasthali University

The fields concerned are:

Engineering

Any other academic field/faculty can be added by an addendum to the present agreement.

### Article 3-Disciplines concernées

Les composantes concernées sont :

a) pour l'Université de Nantes

amp

- o Polytech Nantes
- b) pour Banasthali University
  - Shalini Chandra

Les disciplines concernées sont :

Engineering

Toute autre discipline pourra s'ajouter dans le cadre d'un avenant au présent accord.

# Article 4-Coordination and follow up

A commission to co-ordinate common projects will be set up in both institutions. It will oversee the fulfilment of this agreement and co-ordinate the undertaken projects.

Projects and actions comply with the statutory norms of both institutions.

#### Article 4-Coordination et suivi

Une commission de coordination des projets communs sera mise en place dans chacun des deux établissements. Elle veillera à l'accomplissement des clauses figurant dans l'accord et coordonnera les projets en cours.

Les projets et actions devront être en accord avec les normes statutaires des deux universités.

# **Article 5-Student exchanges**

Students to be exchanged are nominated by their home institution and shall be in good academic standing and have completed at least one year of their program of study and possess sufficient language skills to participate successfully in the exchange program. Students will pay university fees at their home institution. The exchange will lead to the earning of credits only. Exchanges are subject to the approval of the relevant course/program coordinator. Students will have the same privileges provided to full-time students of the host institution while they are on the exchange and will be required to abide by the rules and regulations of the host institution. The host university through its International Office commits to provide useful information to incoming exchange students and to assist them upon their arrival in adjusting to university life by providing services and information on orientation, registration, housing, social security and home language courses.

# Article 5-Échange d'étudiants

Les étudiants en échange sont désignés par leur établissement d'origine et devront avoir validé au moins la première année de leur programme d'études d'enseignement supérieur, posséder un bon niveau universitaire et un niveau de langue suffisant pour réussir dans le programme. Les droits d'inscription des étudiants seront payés dans leur université d'origine. L'université d'accueil leur attribue des crédits en cas de réussite aux examens. Les échanges se feront sous réserve de l'approbation du coordinateur pédagogique concerné. Les étudiants en échange se verront accorder les mêmes prérogatives que celles accordées aux étudiants à plein temps de l'établissement d'accueil pendant la durée de l'échange et seront astreints aux règles et règlements de l'établissement d'accueil. L'établissement d'accueil à travers son service des relations internationales s'engage à accompagner les étudiants dans leurs différentes démarches liées à leur arrivée et en particulier aux questions d'orientation, d'inscription, de sécurité sociale, de recherche d'hébergement et de cours de langue du pays d'accueil.

July

### **Article 6-Confidentiality**

Each party undertakes not to publish or disclose in any manner whatsoever scientific or technical information belonging to the other party which has been received in the execution of the present contract without prior written consent of the other party. This obligation shall apply as long as such information has not become public property. This commitment shall remain in force during 5 years from the date of signature of this contract, notwithstanding the termination or expiry date of the latter.

#### Article 6-Secret

Chaque partie s'engage à ne pas publier ou divulguer de quelque façon que ce soit les informations scientifiques ou techniques appartenant à l'autre partie dont elle pourrait avoir connaissance à l'occasion de l'exécution du présent contrat sans l'accord écrit de l'autre Partie et ce, tant que ces informations ne seront pas du domaine public. Cet engagement restera en vigueur pendant 5 ans, à compter de la date de signature du présent contrat, nonobstant la résiliation ou l'arrivée à échéance de ce dernier.

# Article 7 - Intellectual Property

Confidential information shared by a party remains its exclusive property. The sharing of such confidential information can in no way be considered or construed as conferring any property rights or patent licence.

### Article 7-Propriété Intellectuelle

Toute information confidentielle communiquée par une partie reste sa propriété exclusive. Le partage de telles informations ne peut en aucun cas être assimilé à une cession ou licence de droits de propriété liés aux informations communiquées.

#### **Article 8-Resources**

It is understood that the implementation of the MOU shall depend upon the availability of resources and financial support at the universities concerned. Both institutions will endeavour to obtain financial means from their own budget, or that of other institutions or agencies in order to meet the costs arising from these exchanges. Specific addenda to this MoU can be drawn annually. These specific agreements will include the details of the actions and provisional budgets to be submitted to the approval of each institution.

#### Article 8-Moyens financiers

Les parties conviennent que la mise en œuvre du présent accord dépend de la disponibilité des ressources et de l'apport financier des universités concernées. Les deux institutions s'efforceront de recueillir les moyens financiers dans leur propre budget ou de celui d'autres institutions et partenaires afin de financer les coûts occasionnés par les échanges. Il pourra chaque année être établi un avenant spécifique auquel seront joints le détail des actions et le budget prévisionnel à soumettre à l'approbation de chaque université.

# **Article 9-Conflict Resolution**

In case of any dispute concerning the application or interpretation of the present Memorandum of Understanding, both parties undertake to seek an amicable resolution.

If necessary, the dispute will be brought before the court of the defendant.

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## Article 9-Résolution des conflits

En cas de différend sur l'application ou l'interprétation du présent Accord-Cadre, les Parties s'engagent à chercher une résolution à l'amiable.

Le cas échéant, le conflit sera porté devant le tribunal du défendeur

# Article 10-Duration and termination of the MoU

The present agreement is valid for a period of five years from the date of signing by the representatives of both universities. This MoU may be amended or modified by a written agreement signed by the representatives of both Universities. It may be renewed on the same terms, or on such terms as may be agreed by the two institutions. This MoU may, at any time during its period of validity, be terminated by one of the Universities upon prior notice to the other in writing not later than six months before the termination date, without prejudice to the activities under way.

#### Article 10-Durée et dénonciation

La durée du présent accord est de cinq années à compter de sa date de signature par les deux parties. Il pourra être renouvelé dans des termes identiques, ou redéfini après concertation entre les deux universités et autorisation des instances de tutelle.

Le présent accord peut être dénoncé à la demande de l'une des deux parties, au minimum six mois avant la date d'expiration désirée, en respectant, cependant, les activités en cours.

Two original bilingual copies of the present agreement have been signed, both of them having the same legal validity in French and English.

Le présent document est signé en deux exemplaires originaux, chacun ayant la même valeur juridique en langue française et en langue anglaise.

A Nantes, le 0 4 JUIL, 2018

Olivier LABOUX
Président de l'Université de Nantes

At Banasthali, on

Aditya Shastri

Vice Chancellor of the Banasthali University

of Ehanh

# CONTRACT FOR CONSULTING FIRMS AND OTHER SERVICE PROVIDERS



Contract no.:

83310053

Project:

Programm zur Modernisierung und Innovation im indischen Mittelstand

Processing no.:

13.2114.0-001.00

Processed by:

Sanjay Dhar

Telephone:

Based on the General Terms of Contract (local) the present Contract is concluded between the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, represented by

German Development Cooperation GIZ Office New Delhi 46, Paschimi Marg Vasant Vihar NEW DELHI - 110 057, INDIA

(referred to hereinafter as "GIZ")

and

Banasthali Vidyapith

SBI of Commerce & Banking, P.O. Banasthali Vidyapith 304 022 Rajasthan India +91-98293 39362

(referred to hereinafter as "Contractor").

Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

Registered offices Bonn and Eschborn, Germany

Friedrich-Ebert-Allee 36+40 53113 Bonn, Germany T +49 228 44 60-0 F +49 228 44 60-17 66

Dag-Hammarskjöld-Weg 1-5 65760 Eschborn, Germany 1 +49 61 96 79-0 F +49 61 96 79-11 15

E\_info@giz.de I\_www.giz.de

Registered at Local court (Amtsgericht) Bonn, Germany Registration no. HRB 18384 Local court (Amtsgericht) Frankfurt am Main, Germany Registration no. HRB 12394 VAT no. DE 113891176 Tax no. 040 250 56973

Chairman of the Supervisory Board Martin Jäger, State Secretary

Management Board Tanja Gönner (Chair) Dr Christoph Beier (Vice-Chair)

Commerzbank AG Frankfurt am Main BIC (SWIFT): COBADEFFXXX IBAN: DE45 5004 0000 0588 9555 00





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# 1. Purpose of the Contract

Consultancy Contract to conceptualise, design and implement a short term 'Acceleration Program'

Programm zur Modernisi Stung und Innovation im Indischen Militaliani

### 2. Terms of Reference

The Contractor undertakes to perform the services listed in the Special Agreement (Annex 1).

# 3. Assignment of Personnel

In order to perform the services, it is anticipated that during the period from 05.12.2018 to 05.07.2019, the Contractor shall assign the following experts:

Mr. Samiksha Todaria & Other as Expert

Experts

# 4. Reports/Appraisals

Reporting/Submission of the study/The handover of work is governed by the Special Agreement (see Annex 1).

#### 5. Remuneration

For the performance of services, the Contractor shall be remunerated as follows:

Mr. Samiksha Todaria & Other Expert

**Expert** 

504,000.00

INR

x up to

1.0 Expert day/s

lump sum

up to

504,000.00 INR

Professional fee to experts, Ref. Spl. Agr

Per diem/ daily allowance

1,400.00

INR

x up to

25.0 Day/s

lump sum

...

· un

Perdiem for 25days @ INR 1,400/day

INR

up to

35,000.00 INR

Accommodation

100,000.00

x up to

1.0 Night/s

Molician





Page: 3 from 5

against provision of evidence up to 100,000.00 INR Stay on actuals for 25 days upto max. of INR 100,000

Other costs

250,000.00 INR x up to 1.0 without quantity

against provision of evidence up to 250,000.00 INR

Cost towards organising an event upto max. of INR 250,000

Other costs

75,000.00 INR x up to 1.0 without quantity

lump sum up to 75,000.00 INR

Admin/Institutional Costs

Travel expenses

465,000.00 INR x up to 1.0 without quantity

against provision of evidence up to 465,000.00 INR

Air/Train+Local Travel on actuals upto max.of INR 465,000

Total remuneration up to 1,429,000.00 INR (in words: Indian Rupees Fourteen Lac Twenty Nine Thousand Only)

All costs incurred in connection with the performance of the services are deemed

settled herewith.

The tax provisions are listed in the Special Agreement in the section entitled "Other Provisions".

6. Payments

Payment of the remuneration agreed on in Section 5 shall be effected, depending on the type of remuneration, following the performance of services, submission of reports (see Special Agreement), acceptance of services performed, and invoicing.

**Advance payment** after signing of the Contract and written request for payment anticipated at 05.12.2018 up to 571,600.00 INR.

Final payment after final invoice anticipated by 05.07.2019 up to 857,400.00 INR.

The invoice must be submitted as 1 original with 1 copy(ies).

# 7. Other provisions



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- 7.1 The original vouchers must be submitted for all items of the Contract for which documentary proof is required.
- 7.2 The Contractor shall carry out project accounting in keeping with the principles of proper bookkeeping.
- 7.3 GIZ shall have an unrestricted right to examine the project accounts at any time. This shall not affect the obligation of the Contractor to submit original vouchers.
- 8. General Terms of Contract
- 8.1 The Special Agreement shall constitute an integral component of the Contract.
- 8.2 The General Terms of Contract (local) shall constitute an integral component of this Contract. The Contractor hereby declares that it is familiar with the General Terms of Contract (local).
- 8.3 The Contract shall be drawn up in 2 originals. The Contractor shall receive one original.
- 8.4 All modifications to this Contract shall be made only in writing.

NEW DELHI,

place, date

For the GIZ

Mr. Stefan Roth

Mr. Chaman-Lal Dhanda

Banasthali Vidyapith

Tax number AAATB8477A

#### Annexes

- 1. Special Agreement
- 2. General Terms of Contract (local) enclosed/known

**giz** Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

Contract: 83310053

Page: 5 from 5

# Special Agreement



Contract no:

83310053

Project:

Programm zur Modernisierung und Innovation

im indischen Mittelstand

Project no:

13.2114.0-001.00

Contractor:

Banasthali Vidyapith

# 1. Terms of Reference

#### Introduction

The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) Internationale Zusammenarbeit (GIZ) GmbH GmbH is a company owned by the German Federal Government. As a Registered offices federal enterprise, GIZ supports the German Government in achieving Bonn and Eschborn, Germany their objectives in international cooperation for sustainable Friedrich-Ebert-Allee 36+40 development in more than 130 countries worldwide. Energy, T +49 228 44 60-0 Environment and Sustainable Economic Development are the three F +49 228 44 60-17 66 main focal areas of GIZ's work in India.

Ministry of Micro, Small & Medium Enterprises; Government of F +49 61 96 79-11 15 India & Deutsche Gesellschaft für Internationale Zusammenarbeit E info@giz.de (GIZ) GmbH are implementing a bilateral cooperation project- www.giz.de 'Innovation, Modernization & Qualification' (MSME INNO)'. This Registered at Local court (Amtsgericht) project aims to improve the local innovation ecosystem through Registration no. HRB 18384 fostering cooperation between different stakeholders and Local court (Amtsgericht)
Frankfurt am Main, Germany strengthening the innovation management capacity and Registration no. HRB 12394 VAT no. DE 113891176 sustainability of MSMEs in India. The project seeks to strengthen Tax no. 040 250 56973 the innovation system by systematically fostering cooperation Chairman of the Supervisory Board between companies, research institutions, government, service Martin Jäger, State Secretary providers and larger enterprises for introduction and Management Board Tanja Gönner (Chair) dissemination of new technologies, products, processes and/or Dr Christoph Beier (Vice-Chair) business model innovation.

The project interventions are geared towards enabling MSMEs to have IBAN: DE45 5004 0000 0588 9555 00 improved access to research and academic institutions. The project focuses on developing the capacities of MSME employees in order to establish innovation skills, leading to their enhanced innovation capacity. To upscale the impact of interventions, the project works with organisations such as Business Membership intermediary Organisations (BMOs); academia; R&D institutes etc. and undertakes several measures (training, exposure, networking and exchange programme etc) to enhance their capacities so that they offer better services that foster innovation. Business incubators are one of the key stakeholder and ecosystem players that influence and positively contribute towards development of innovation ecosystem.

Deutsche Gesellschaft für

Dag-Hammarskjöld-Weg 1-5 65760 Eschborn, Germany

Commerzbank AG Frankfurt am Main BIC (SWIFT): COBADEFFXXX



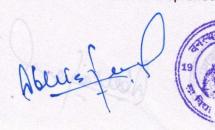


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### Context

Women Entrepreneurs can not only contribute to the GDP, but can also play a key role in addressing societal challenges. However, the number of women entrepreneurs in India remains relatively low. Only 14% of entrepreneurs in India are women. In India, a large percentage of women enterprises are micro enterprises that women undertake as a forced economic activity. These micro enterprises can be classified into farm and off-farm enterprises. They rarely achieve scale and serve only to barely sustain the women entrepreneurs and their families. Across the world, the main deterrent to women entrepreneurship is the lack of confidence and skills and difficulty in accessing entrepreneurial knowledge. In India, there are four key reasons for women not choosing to become entrepreneurs:

- Entrepreneurial Mindset: Many women prefer to get into salaried jobs, preferring the steady working hours, income and perks like health insurance and paid leaves. Entrepreneurship is still perceived as a riskier option, requiring longer work hours and lacking a fixed income every month. Most women entrepreneurs though attest that this is not true. They cite flexible working hours and being in control of their schedules as a key reason for becoming entrepreneurs.
- Difficulty Accessing Resources: Women have difficulty accessing funds and other resources due to several reasons: laws regulating the private sphere specifically regarding marriage, inheritance and land can hinder women's access to assets that can be used as collateral to secure a loan; lack of awareness of schemes that are available to specifically support them; few platforms that specifically support women entrepreneurs.
- Lack of practical Experience: Apart from a few high-profile female founders, women do not see too many entrepreneurs in their lives that they can look up to and learn from. Women entrepreneurs often know from experience how challenging it is to start up and establish an enterprise. So when women can reach out to and work with women entrepreneurs, they are more likely to start up.
- Mentoring & Network: A mentor can play a key role in helping a woman to make the decision to start up. However, unless women accidentally come across a mentor in the course of their work, there are very few structured mentorship programmes available to help them find a mentor who will guide them on their entrepreneurial journey.



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Against this background, MSME INNO seeks to engage with a renowned incubator that specificall works with women entrepreneurs and supports them to set up innovative, scalable and sustainable enterprises.

# Objectives of the assignment

To conceptualise, design and implement a short term 'Acceleration Program' specially for women owned startups and supports them to become stable and sustainable.

### **Scope of Activities**

The scope of work for the assignment is summarised below:

- 1. Define the Selection process: The incubator shall define the selection process to select the right set of entrepreneurs to be mentored. While framing the selection criteria, the Incubator will keep into consideration the nature and type of problem to be addressed, potential of replicability and sustainility, technical backstopping and most of all entrepreneur's passion and zeal. The incubator will share the details of the selection process with GIZ.
- 2. Design & implement the accelator programme with adequate interventions on mentoring, investment and other supports for incubates. The nature of support to include and not limited to:
  - a. Continious mentoring:
  - b. Access to industry & technology experts
  - c. Linkages to funding agencies and donors
  - d. Provision for Customised Services for incubatees
- Demo Day:Organise a Demo Dayby inviting right sets of stakeholders/funders. The incubator is also expected to prepare the incubates to pitch effectively. investors.

It is envisaed that to provide the above services the incubator will organise varioys training and awareness programmes on avrious toipcs (financial, legal, business management, etc). the consultant to detail it out in the proposal and ensure that competent and most appropriate experts are invited for the same.

The consultant will ensure to Mobilize the resource persons, take care of all the logistic reqirment for training programmes etc.



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#### **Deliverables**

- 1. Reports & Documents
  - a. Individual events report (training/sessions etc)
  - b. Brief Case studies of all incubates
  - c. Final consolidated report capturing
  - d. Select quality Photographs

# 2. Place(s) of Assignment & Travel Sectors

### Rajasthan

Delhi, Ahmedabad, Mumbai, Pune, Bangalore, Chennai and Hyderabad

### 3. Reporting

The consultant has to submit the reports / deliverables as per ToR to Programme Director, GIZ Innovation

# 4. Procurement of Equipment and Materials

The Contractor shall procure and enter into the inventory the following equipment in accordance with Section 11 of the General Terms of Contract (local):

All equipment procured at GIZ's expense shall be surrendered to

### Not Applicable

# 5. Other provisions

- As per Indian Tax Law, tax at source has to be deducted on payments to consultants, if such payments exceed indian rupees 30.000, -- per year
- 2) The detailed budget sheet is integral part of this contract and is mentioned at the end of this contract.

# 3) Confidentiality

All information and documentation given to the consultant is strictly confidential and may be used only for the purposes of completing this assignment. All documentation and illustration material must be returned immediately on completion or termination of the assignment.

# 4) Amendments of the Terms of Reference

These Terms of Reference may be amended in writing only, subject to the agreement of both parties.

Abers Jan



Contract: 83310053

Date	Fee Fee	Travel	Deliverables
05.12.18	201,600	370,000	Advance payment upon signing of Contract
05.07.19	302,400	555,000	Submission of full & final report as per ToR

SI. Nr	k-up of Travel & Other Cos Particulars	Nr. of day/ nights/ trips	Unit Rate	Total Amount
(a)	Perdiem	25	1,400	35,000
(b)	Accommodation	25	4,000	100,000
(c)	Airfare	25	10,200	255,000
(d)	Local travel (taxi / train)	60	3,500	210,000
	r Costs in INR			
1	Orgainsing of Event			
	Stay for Guests, investors, participants (60 pax)	1		50,000
	Venue & Food expenses (60 pax)			200,000
2	Overheads / Institutional Costs			75,000
	Grand Total			925,000

# Name of Experts;

- (a) Mr. Ishwar Jha
- (b) Mr. Chintan Bakshi
- (c) Mr. Mahavir Pratap Sharma
- (d) Mr. Hari Natarajan
- (e) Mr. Arvind Thanvi
- (f) Mr. Nagraja Prakasam
- (g) Ms. Sumita Ghosh
- (h) Mr. Anirban Basu
- (i) Mr. Divyaroop Bhatnagar
- (j) Ms. Reshma Anand
- (k) Mr. Aditya Gupta
- (I) Ms. Mona Dave
- (m) Dr. Shalini Sarin
- (n) Mr. Mukesh Gupta
- (o) Mr. Sudesh Menon
- (p) Mr. Ajay Muttreja
- (q) Mr. Rajiv Agarwal
- (r) Mr. Sandeep Jain



Moligian

# General Terms of Contract governing the delivery of works and services commissioned by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH (local)

May 2017

#### 1. General principles and obligations

#### 1.1. Scope of application

The General Terms of Contract (local) apply to contracts concluded for the implementation of German international cooperation projects with developing countries. Contractors shall clearly indicate that they are carrying out the tasks as part of a project promoted by the Government of the Federal Republic of Germany and in fulfilment of their contract with the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH as the client, hereinafter referred to as GIZ.

#### 1.2 Cooperation with other institutions

The Contractor undertakes to cooperate in an appropriate manner with the German mission abroad, with other experts engaged in German technical or financial cooperation activities in the country of assignment, and with representatives and experts of multilateral organisations, insofar as these have an impact on project activities.

#### 1.3 Compliance with project agreements

The Contractor is obliged to comply with the agreements reached between the Federal Republic of Germany and the country of assignment under international law and, where applicable, with the project implementation agreement concluded between the project executing agency and GIZ.

#### 1.4 Confidentiality

Contractors shall treat all commission-related data and other information of which they become aware when implementing the commission as confidential, both during and beyond the term of the contract. The use of such data and information for the Contractor's own purposes is not permitted.

Contractors shall not allow third parties to access documentation or work results of any kind, in particular reports, without the prior written consent of GIZ. For the purposes of this clause, the term 'third parties' includes the ultimate commissioning party.

# 1.5 Conduct in the country of assignment/Regulations of the country of assignment

Contractors are obliged to adapt their personal conduct to the local conditions.

Contractors shall observe all frontier-crossing regulations and any other national regulations in force at the time, and take account of the terms of the respective agreements/exchanges of notes and of foreign exchange regulations.

#### 1.6 Design of business cards and business stationery

The use of project or programme-related business cards and/or business stationery by the Contractor requires the consent of GIZ.

#### 1.7 Code of conduct

The Contractor shall take note that GIZ employees are obliged to observe the principles laid out in the respective currently valid version of GIZ's internal Code of Conduct, and undertakes to respect the directives and guidelines of this Code when dealing with GIZ employees.

The Contractor is obliged to act impartially and loyally at all times. Unless Contractors obtain the prior written approval of GIZ, they shall not enter into any commission-related procurement contracts with natural or legal persons with which they are connected personally or financially.

The Contractor shall not accept any additional remuneration from third parties in connection with the contract. Unless Contractors obtain the prior written approval of GIZ, they shall not accept any other commissions during the term of the contract for which a conflict of interest is to be anticipated for them due to the nature of the commission or due to their personal or financial connections with third parties. If a conflict of interest arises in the course of an existing contractual relationship, the Contractor shall disclose this to GIZ without delay and agree with GIZ upon the further procedure.

In the event of a breach of the above provisions, GIZ is entitled to terminate the contract immediately pursuant to section 8.3 of these

General Terms of Contract. This right of termination also applies if, in the course of an existing contractual relationship, a conflict of interest arises for the Contractor and if the Contractor and GIZ are unable to reach agreement on the further procedure.

#### 1.8 Social standards

When implementing the commission, the Contractor is obliged to comply with the Fundamental Principles and Rights at Work in accordance with the Declaration of the International Labour Organization (ILO) of 18 June 1998 (freedom of association and the right to collective bargaining, the elimination of all forms of forced and compulsory labour, the abolition of child labour and the elimination of discrimination in employment and occupation). When implementing the commission, the Contractor agrees in particular to comply with the regulations through which the respective core labour standards of the ILO (conventions No. 29, No. 87, No. 98, No. 100, No. 105, No. 111, No. 138 and No. 182) have been transposed into the law of the country of assignment. If the country of assignment has not ratified one or more core labour standards or not enacted them in national legislation, the Contractor is obliged to comply with those regulations in the country of assignment which pursue the same goal as the core labour standards.

#### 1.9 Use of personal data by GIZ

The Contractor agrees that personal data may be stored and processed by GIZ and shall obtain written consent from any expert they employ that such expert also agrees to his/her personal data being processed by GIZ. GIZ shall process personal data only to the extent required in connection with the implementation of the contract. The Contractor shall observe the data protection regulations of the partner country when collecting, processing or using any personal data that may be required and essential for the completion of their contractual tasks.

#### 2. Assignment and replacement of personnel

#### 2.1 Assignment of personnel

Contractors shall ensure that they and any experts they assign possess the appropriate professional and personal qualifications needed to complete the stipulated tasks successfully.

#### 2.2. Replacement of personnel

GIZ is entitled to demand the replacement of experts at the expense of the Contractor if an expert does not meet these requirements or contravenes the obligations imposed on him/her by the Contractor in connection with the fulfilment of the contract. The replacement of experts at the instigation of the Contractor requires GIZ's prior written consent, which may be refused only for good cause.

#### 3. Rights of use/Documentation on work results

3.1 Waiving the author's or originator's right to be named, the Contractor shall assign to GIZ, for the duration of the statutory copyright period, an exclusive, assignable, sublicensable right without content-related restriction to reproduce, distribute, make publicly accessible, process and redesign the work results, including studies, drafts, documentation, articles, information, files, illustrations, drawings, calculations, materials and other documents ('work results') that are produced and/or procured in connection with the fulfilment of the contract. In particular, GIZ is entitled to reproduce, distribute and publish the work results in print and electronically via all known media, including newspapers, magazines, television, radio and the internet.

3.2 As far as required in order to use and derive benefit from the work results, the Contractor shall assign to GIZ a non-exclusive right also to use studies, drafts, documentation, articles, information, files, illustrations, sketches, drawings, calculations and other materials provided from the existing resources of the Contractor to the extent stipulated under section 3.1.

**3.3** The contractually agreed remuneration for the implementation of the project by the Contractor includes the assignment of the rights of use as set out in sections 3.1 and 3.2.

Terms of Contract governing the delivery of

3.4 Work results in the sense of section 3.1 also include computer programs that the Contractor creates, adapts, procures or provides in fulfilment of the contract. The right of use transferred to GIZ pursuant to the above provisions includes in particular the right to load, display, run, transmit, save, adjust, translate, edit and reproduce the programs. For the purpose of processing, the Contractor shall provide GIZ with the relevant source code and the program documentation, which GIZ may also pass on to third parties in the form of copies.

The obligation to grant rights of use as set out in section 3.1 also applies if the Contractor engages a third party to deliver the contractual works/services. The Contractor shall make arrangements with all persons involved in producing the work results that they are entitled to grant the rights of use to GIZ to the extent outlined in section

The Contractor shall ensure that the work results are not 3.6 encumbered with copyright or other rights of third parties that would restrict the use of the work results to the extent defined under section 3.1. The Contractor shall indemnify GIZ against all claims of third parties arising from the granting or exercise of the rights of use pursuant to section 3.1 and shall reimburse GIZ for all costs arising in connection with a corresponding legal defence.

**Publications** 

Publications on the project or the activities of the Contractor within the framework of the project require the prior written approval of GIZ, even after acceptance and beyond the end of the contractually agreed period of assignment. Approval from GIZ is not required for brief descriptions of the commission and outlines of the work involved where these are designed for use in the public relations work of the Contractor. A statement on the content of the commission and the key results shall constitute a brief description of the commission. The Contractor shall always express in an appropriate way that its activities are being carried out on behalf of GIZ and shall also name the ultimate commissioning party and any other financing providers.

Keeping of documents

As a rule, documents and work results must be kept by the Contractor for ten years following acceptance or the expiry of the contractually agreed period of assignment and must be surrendered to GIZ for inspection on request.

#### Reports 6.

Costs of reports

The costs of reports must be calculated as part of the billing rates for experts and will not be remunerated separately. If requested, the Contractor shall also provide the reports in electronic form.

Special reports

In the event of important incidents or circumstances, the Contractor shall, at no extra charge, without delay and without a specific request to that effect, draw up special reports. Important incidents or circumstances for the purposes of this section include major changes in terms of the risk assessment of the project; major time, development policy, financial or technical changes; and risks to the security or health of personnel.

Obligation to provide information

GIZ is entitled to review at any time the progress and results achieved during the implementation of the commission. The Contractor shall ensure that the documents necessary in this regard are available at all times and shall provide the information required. At the request of GIZ, the Contractor shall also furnish information to third parties and facilitate and cooperate appropriately with any inspections.

Termination

GIZ may terminate the contract at any time either wholly or in respect of individual parts of the works or services.

8.2 If GIZ terminates the contract on grounds for which the Contractor is not responsible, the Contractor shall be entitled to demand the agreed sum in remuneration. However, the Contractor shall agree to the deduction of non-incurred or avoidable expenses and of any amounts which it earns by working elsewhere, or by malicious intent fails to earn.

8.3 If GIZ terminates the contract on grounds for which the Contractor is responsible, remuneration shall be paid for the

works/services already executed, to the extent that GIZ can make use of them, in accordance with the contract prices, or that part actually executed shall be remunerated as a proportion of the total contractual works/services on the basis of the contract prices.

Expenses will be remunerated in the same proportion. The work that has been executed but that GIZ cannot utilise shall be returned to the Contractor at the latter's expense. Insofar as the contract involves rendering services, the services rendered up to the date of termination shall be treated as usable. The right of GIZ to claim damages remains

unaffected.

8.4 GIZ is entitled to terminate the contract immediately in accordance with section 8.3 if the Contractor or a person acting on their behalf gives or offers a gift or other benefit to a GIZ employee, a family member of a GIZ employee, or any other person associated with the employee in connection with the award or execution of the commission. The same applies if the Contractor or a person acting on its behalf accepts gifts or other benefits from third parties in connection with the execution of the commission.

Health requirements and exclusion of liability

Contractors are responsible for ensuring that they and the personnel assigned by them to the project satisfy the health requirements for work in the country of assignment. The Contractor shall ensure that the necessary inoculations are obtained. GIZ disclaims any liability for property damage, sickness, personal injury or death in respect of the Contractor and the personnel assigned by the Contractor to the project. The Contractor undertakes to purchase sufficient insurance cover for itself and for the personnel it assigns to the project. The Contractor must provide evidence of compliance with this requirement if requested by GIZ. GIZ will not reimburse the Contractor for the cost of taking out health, life and accident insurance.

#### Remuneration and terms of payment

- 10.1 The contractually agreed remuneration rates are binding.
- 10.2 The Contractor's fee rate or the fee rate of any expert assigned by the Contractor covers all personnel costs, including ancillary personnel costs; backstopping, communication and reporting costs; and all overheads, profit, interest, risks, etc. The Contractor must provide evidence of all time worked.
- 10.3 The fee is based on the contractually agreed unit (e.g. expert hour, expert day, expert month). Units other than those agreed cannot be invoiced. If expert months are agreed in the contract, an expert month is 30 calendar days.
- 10.4 As a rule, payments will be made only on receipt of the relevant forms. All the necessary vouchers must be attached in the original.
- 10.5 Any rebates, discounts, refunds and other price reductions must be passed on to GIZ.
- 10.6 The Contractor shall submit the final invoice together with the certificate of performance/acceptance signed by the officer responsible for the commission immediately after the end of the contractually agreed period of assignment or the contractually agreed time for completion of the work. The invoice must be verifiable and contain all the necessary details (and all the required documentary evidence). Immediately after invoicing, the Contractor shall reimburse to GIZ those amounts paid by the latter in excess of its liability for payment.

If the Contractor does not submit the final invoice within fifteen days of receipt of a reminder from GIZ, it shall be obliged to refund the

advance payment immediately.

The claims of the Contractor fall due upon expiry of a verification period of fifteen days after receipt of the final invoice, and if applicable, acceptance of the work. The partial or final payment will be made no later than thirty days after the claims become due, in the amount established and, where applicable, corrected by GIZ.

10.7 The claims of the Contractor to remuneration arising from the contract will become statute-barred if they are not presented to GIZ in

writing within one year.

10.8 Costs in a foreign currency will be settled, as a general rule, at the rate shown by the corresponding vouchers for the purchase of foreign exchange to be attached to the Contractor's invoices. If such vouchers are not attached, currencies included in the monthly GIZ exchange-rate list will be converted at the applicable rate given in this list

10.9 If a Contractor is obliged to provide collateral in the form of a bank guarantee, the content must be approved by GIZ. Such guarantees must be issued by a bank acceptable to GIZ, must be without any time limitation and must contain an explicit waiver of any plea or objection. Moreover, they must be payable upon the first written demand of GIZ and contain a declaration that the place of jurisdiction will be Frankfurt am Main, Federal Republic of Germany.

#### 11. Procurement of materials and equipment

In the case of the contractually agreed procurement of materials and equipment, confirmation of handover to the recipient designated in the contract must be submitted in addition to the vouchers required pursuant to section 10.4. Procurement orders may only be placed with qualified and competent providers on cost-efficient terms and on the basis of competition. The Contractor must exercise due care with regard to transparency, equality of treatment and the eligibility of bidders. In general, three comparable bids must be obtained. The Contractor shall observe the 'GIZ rules for inventorising and handing over equipment and materials' (see the GIZ homepage <a href="www.giz.de">www.giz.de</a> under 'Procurement' and then 'Important documents — Service contracts').

#### 12. Sanctions list check

When implementing the contract, the Contractor must take appropriate steps to ensure that it enters into and maintains business relations only with such third parties that are reliable and to whom no statutory ban on entering into business applies. In particular, the Contractor shall ensure that the funds and economic resources provided are neither directly nor indirectly made available to third parties that are listed on a sanctions list issued by the United Nations Security Council, the EU or the Federal Republic of Germany. Furthermore, when implementing its contract, the Contractor shall ensure that it does not engage in any activity that would constitute a breach of embargoes or any other trade restrictions issued by the United Nations, the EU or the Federal Republic of Germany.

#### 13. Acceptance/Certificate of performance

Confirmation that the work has been accepted/performed must be provided by the officer responsible for the commission named in the contract within sixty days after receiving the written notification of readiness for acceptance/performance of the works/services or delivery of the work to the officer responsible for the commission. Acceptance/performance of the works or services shall be documented by means of the certificate of performance/acceptance signed by the officer responsible for the commission. Advance payments and payments on account do not constitute partial acceptance. However, partial acceptance procedures may be agreed for sections of the work. Final payment by GIZ does not constitute acceptance.

#### 14. Covenant against assignment

The assignment of claims arising from the contract is excluded, unless GIZ has agreed to such assignment in writing.

#### 15. Contractual penalty

15.1 If the Contractor fails to meet the agreed delivery dates and deadlines, or to deliver the work within the period of grace set by GIZ, then GIZ is entitled, as soon as the period of grace has expired, to demand a contractual penalty of 1% of the remuneration for each week that begins after expiry of the set period of grace; however, the contractual penalty shall not exceed a total of 10% of the remuneration.

**15.2** In each of the cases specified in section 8.4, the Contractor is obliged to pay GIZ a contractual penalty of EUR 25,000 for each commission; however, the penalty payable shall amount to at least the value of the benefit granted. Further rights of GIZ to claim damages shall remain unaffected. However, the contractual penalty shall be deducted from such claims for damages.

#### 16. Liability

The contractual liability of the Contractor is limited to EUR 300,000. If the total contract value exceeds this figure, the Contractor's liability shall be limited to the total contract value. This limitation of liability does not apply in cases of intent or gross negligence on the part of the

Contractor. Furthermore, it does not apply to loss of life, bodily injury or damage to health.

#### 17. Applicable law/Place of jurisdiction

The contract is subject to the laws of the Federal Republic of Germany. The exclusive places of jurisdiction are Bonn and Frankfurt/Main if the Contractor is a merchant or a legal entity or a special fund under public law, or does not have a general place of jurisdiction in the Federal Republic of Germany. GIZ may also institute proceedings against the Contractor before the competent court for the latter's place of residence or place of business or habitual place of residence.

#### 18. Amendments/Written form

The contract, any amendments and additions to the contract and all material communications must be made in writing in order to be valid.

#### 19. Components of the contract

The components of the contract are:

- 1. the contract with its annexes
- 2. these General Terms of Contract (local)

In the event that there is any discrepancy or contradiction between the components of the contract, the above components of the contract apply in the order in which they are listed.

In the event of any discrepancy or contradictions between annexes, the provision in the annex with the lower number shall apply.

The Contractor's general terms and conditions of business or payment shall not apply.

# Memorandum of Understanding between National Institute of Urban Affairs

and

AIC Banasthali Vidyapith Foundation





This Memorandum of Understanding ("MoU") is executed on 16th November 2017 at Delhi.

#### **BETWEEN**

National Institute of Urban Affairs, a premier research institute under Ministry of Housing and Urban Affairs ("MoHUA"), Government of India ("Gol"), having its office located at Core 4B 1<sup>st</sup>& 2<sup>nd</sup> Floor, India Habitat Centre, Lodhi Road, New Delhi – 110003, through its Director, Mr. Jagan Shah (hereinafter referred to as "NIUA", which expression shall include, unless repugnant to the context, its executors, successors, assignees and administrators of the first part);

#### AND

The AIC Banasthali Vidyapith Foundation (an Incubator promoted by Banasthali Vidyapith) a company incorporated under section 8 of the Companies Act 1956 and having its registered office at 3, Vivekanand Vyas, Banasthali, Newai, Tonk – 304022 Rajasthan. AIC through its duly authorised representative Shri Abhishek Pareek (hereinafter referred to as "AIC" which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns);

NIUA and AIC are hereinafter also referred individually as a "Party" and collectively as "Parties".

#### WHEREAS

- NIUA, being the premier institute, has been supporting the Government of India in policy formulation for, and implementation of urban development projects such as Swachh Bharat Mission, Smart City Mission, Heritage City Development and Augmentation Yojana (HRIDAY), Atal Mission for Rejuvenation and Urban Transformation (AMRUT), etc.
- 2) NIUA has signed an Agreement with the United States Agency for International Development (hereinafter referred to as "USAID"), and is responsible for the execution of the Agreement, along with its partners Taru Leading Edge, IRC and Ennovent (together "Co-partners"), to establish and operate 'Innovation Hub for Urban Water, Sanitation and Hygiene Solutions in India' (hereinafter called "IHUWASH Project" or "Project"). The primary goal of the Project is to improve urban Water, Sanitation and Hygiene (WASH) sector performance through incubation and acceleration of innovative solutions, technologies, programs and service delivery models; and piloting the same in the Project Geography. The Project will ultimately develop a sustainable WASH model that can be scaled up and replicated in a large number of cities;
- For the purpose of piloting the innovative WASH solutions and business models under the Project, Udaipur in Rajasthan, Faridabad in Haryana and Mysore in Karnataka are selected as the **Project** Geography;
- 4) NIUA has signed MoU with the Municipal Corporations forming part of Project Geography;
- 5) For the purpose of supporting innovative urban WASH solutions and business models, IHUWASH intends to collaborate with academic institutes working in innovation space; and

6) AIC, which is a leading educational and research institute, having an incubation center established under Atal Innovation Mission, is looking to set up a WASH incubation cell for innovators in WASH space.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree to collaborate:

#### 1. Responsibilities of NIUA

- Work with AIC to stream real WASH problems, contextualized based on Project Geography, with potential AIC entrepreneurs.
- Identify and tie WASH innovators with WASH incubation cell at AIC.
- Provide access of IHUWASH Accelerator program to AIC WASH incubatees, for scaling up their businesses.
- Provide opportunities to WASH innovators of AIC for testing and demonstrating WASH business innovations in project cities – Udaipur, Mysore and Faridabad
- Provide WASH innovators at AIC WASH incubation cell, platforms to connect with stakeholders of WASH ecosystem, such as government institutions, aid agencies, NGOs, investors, experts and mentors, etc.

#### 2. Responsibilities of AIC

- AIC will setup a WASH incubation cell and appoint a nodal person to mentor its activities
- AIC will provide incubation support to WASH innovators, especially women innovators (sourced from IHUWASH project or elsewhere), including mentorship, networking and investor-connect support for business planning, prototyping, investment readiness etc.
- Jointly identify and connect with private sector including Corporate Social Responsibility (CSR) funds to promote WASH incubation at AIC
- Provide business advisory or technical support in other IHUWASH project activities, as may be agreed from time to time
- Showcase the progress of WASH incubatees in different IHUWASH knowledge-sharing platforms

#### **OtherTerms**

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- Both parties agree that this MoU is a financially non-binding agreement that only indicates the interest of both parties to work together as partners for the IHUWASH project.
- This MoU shall be valid and operative until the end of IHUWASH project (October2019). However,
  Parties as per their mutual agreement in writing may extend or modify the tenure of this MoU, as per
  the terms agreed at the time of such extension or modification. Parties may also, from time-to-time,
  enter into supplementary agreements relating to projects or assignments requiring financial or nonfinancial support.
- This MoU shall be terminated in the event of any breach of the terms and conditions contained herein or any related MoU involving the Parties herein, where such breach have not been remedied within a period of 90 (Ninety) days from the date of written communication of breach, or where the nature of the breach is such that the breach cannot be remedied.
- The Parties shall not impinge upon or infringe or use without authorization or retain the intellectual property of each other. Various IP ownership and rights related issues, arising from the know how generation or research output during the course of this collaboration, can be mutually discussed and settled on case- to -case basis.
- The Parties affirm that they have not entered into this MoU in reliance on any representation statement or warranty (whether written or oral and whether express or implied) made by or on behalf of the other Party, other than such as are expressly set out herein.
- This MoU constitutes the entire MoU between AIC and NIUA and pertains to the subject matter hereof
  and supersedes in their entirety over all other written or oral agreements between the Parties.
- Neither party shall assign (by operation of law or otherwise) any of its rights or obligations hereunder without the prior written consent of the other party.

- Neither party shall use or disclose any confidential information it receives from the other party otherwise than for the purposes of this collaboration or for the purpose of fulfilling a statutory, legal
- Each Party shall indemnify, defend and hold harmless the other Party, pertaining to the activities to be carried out pursuant to the obligations of this Agreementand indemnify the other against any inaccuracy, misrepresentation, breach of the covenants or more particularly for breach of confidentiality affecting the other Party.
- All notices to be given under this MoU shall be in writing and addressed to authorized persons mentioned under this MoU.
- Notwithstanding of the terms used in this MoU, the Parties are and shall work, with respect to the subject matter of this MoU, as Principals and neither Party to this MoU shall have the authority to act as Agent in the name of or on behalf of or otherwise to bind, the other Party in any way.
- Any modification, amendment, supplement or other change to this MoU shall be made in writing with the mutual consent of Parties.
- This MoU shall be governed by the laws of India. All disputes, claims and actions arising out of this MoU or its validity will be referred to Arbitration for adjudication and shall be finally decided in accordance with any national arbitration and conciliation laws. The venue for arbitration proceedings shall be New Delhi.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorized representatives as on the date first set forth herein above.

SIGNED SEALED and DELIVERED By the within named NIUA, through Its authorized representative Mr. Jagan Shah, its Director

In the presence of Witnesses:

SIGNED, SEALED and DELIVERED By the within named AIC, through its authorized representative Shri Abhishek Pareek, its Chief Executive Officer

In the presence of Witnesses:

ndia Habitat Centre





November 19, 2018

#### LETTER OF INTENT

This letter confirms intent to enter into collaboration as described below, between **Givfunds Social Ventures**, and **AIC Banasthali Vidyapith Foundation** (hereinafter referred to as "**AIC BV**"). This document itself does not constitute a legal contract, but outlines a framework for the proposed collaboration.

Givfunds is a Singapore and New Delhi, India, based social enterprise. Sparked from a conversation with Muhammad Yunus, Givfunds helps previously inaccessible small-to-medium sized social enterprises in South Asia gain access to growth or working capital in the form of low-cost loans.

AIC Banasthali Vidyapith Foundation, (hereinafter referred to as "AIC BV"), (Atal Incubation Centre at Banasthali Vidyapith is supported by Atal Innovation Mission, NITI Aayog) is promoted by Banasthali Vidyapith for supporting and promoting women entrepreneurship. AIC BV is registered as a Section 8 Company under The Companies Act 2013, having its registered office at Plot No. 3, Vivekanand Vyas, Banasthali, Newai, Tonk, Rajasthan. AIC BV is an Incubation Centre in academic institution promoting and nurturing Incubation and Entrepreneurship by providing support and environment for conceiving, realizing, promoting and nurturing entrepreneurship culture and development of knowledge based entrepreneurship amongst Students, Faculty & Staff of the institution and other institutes as well as any other aspiring entrepreneurs in Rajasthan leading to successful ventures.

For A/C BANASTHALI VIDYAPITH FOUNDATION

CEO

GIVFUNDS SOCIAL VENTURES

Truen Malhotra

TRUSTEE





## **LOI Objectives**

This LOI outlines the scope of cooperation between Givfunds and AIC BV, with the primary objective being, to strengthen professional collaboration between the two organizations by matching AIC BV's incubated and accelerated social enterprises and women-led businesses with Givfunds' capacity to provide sustainable capital and other support services. Activities specific to achieving this shared objective will include, but is not be limited to, sharing knowledge, content, and resources, support on the disbursement of low-cost loans to social enterprises in India, and measuring the impact of social enterprises. The purpose of this collaboration eventually seeks to establish financial and other support for a significant proportion of AIC BV's affiliated social enterprises.

#### **Collaboration Areas**

With the aim of exploring opportunities for cooperation on the basis of equality and mutual benefits, the following commitments are sought:

#### **AIC BV**

- Support in identifying, establishing contact, and referring social businesses and social enterprises who are suitable (financially sustainable and impactful) for Givfunds' loans and impact investments, both within and without of AIC BV's social enterprise community.
- 2. To advice on areas of collaboration.
- 3. Presenting and promoting Givfunds' initiatives, especially among social enterprises, that align with AIC BV's mission.
- 4. Support in identifying and establishing contact with other Organizations and/ or Universities interested in Givfunds' programs and initiatives.

FOR AIC BANASTHALI VIDYAPITH FOUNDATION

GIVFUNUS AL VENTURES
Twan Malhotra





- 5. Establish a mechanism for the exchange of knowledge, events and publications.
- 6. Work on improving various Givfunds' systems to facilitate the easier flow of investments to social enterprises.

#### **Givfunds**

- 1. Recognize AIC BV as a partner in all relevant Givfunds programs and initiatives that AIC BV contributes to.
- 2. Include AIC BV's logo in all promotional and printing material in all programs and initiatives that AIC BV contributes to.
- 3. Work to improve the deal flow to AIC BV social enterprises through developing and improving various systems and processes.
- 4. Undertake timely and effective problem-solving action in order to ensure that the initiatives are as effective as possible.

# Implementation

- Either Givfunds or AIC BV may propose collaborations for specific programs. The selection and implementation of collaboration projects will be mutually agreed by both parties. The parties may assist each other in the implementation of the agreed projects according to availability of budgets and personnel.
- The collaboration and cooperation will be conducted in accordance with the legislation in force in each organization's legal jurisdiction, and within the declared competence and resources of each party.

For AIC BANASTHALI VIDYAPITH FOUNDA HOROTOR

GIVEUNDS SOCIAL VENTURES





- Signature of both parties on this LOI indicates effective date for its implementation, and the basis for any Service Agreements for specific program activities.
- Either Givfunds or AIC BV may at any time, give a one-month notice to the other party of its decision to withdraw from the LOI, in which case, new program collaborations will no longer be entertained.

For Givfunds

Mr. Irwan H Malhotra

Co-founder

Accepted and Agreed, for Givfunds Social Ventures

GIVFUNDS SOCIAL VENTURES

Irwan Malhotra 02/12/2018

For AIC BV

For A/C BANASTHALI VIDYAPITH FOUNDATION

Mr. Abhishek Pareek

CEO, AIC BV



#### MEMORANDUM OF UNDERSTANDING

# Between

# ICAR-CENTRAL SOIL SALINITY RESEARCH INSTITUTE KARNAL

And

BANASTHALI VIDYAPITH
P.O.BANASTHALI VIDYAPITH

(RAJASTHAN)

on

(02/07/2018)

# Memorandum of Understanding

between

# ICAR-CENTRAL SOIL SALINITY RESEARCH INSTITUTE, KARNAL

and

# BANASTHALI VIDYAPITH, BANASTHALI (RAJASTHAN)

For facilitating

Students' Training/ Postgraduate Research/ Ph.D.

This Memorandum of Understanding (hereinafter referred to as MOU) is made on this 2<sup>nd</sup> day of the month of July, the year 2018 by and between the ICAR- Central Soil Salinity Research Institute Karnal[hereinafter called "ICAR-CSSRI"/ First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001

#### AND

The BANASTHALI VIDYAPITH, an Institution deemed to be University, notified by the Government of India vide its notification No.F.9-6/81-U.3 dated 25<sup>th</sup> October, 1983 under section 3 of the UGC Act,1956 and having an address at Banasthali Vidyapith, P.O. Banasthali Vidyapith-304022, Rajasthan, INDIA (hereafter referred to BU) of the other part (who for the purpose of this MOU are hereafter collectively referred to as the parties)

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued *vide* Letter No. 2-8/2012- HRD dated 25<sup>th</sup> April, 2014 or as revised from time to time. WHEREAS the 'First Party' is involved in the studies on studies on sodic and saline soils management, bio-remediation, development of salt tolerant varieties, bio-formulations for management of sodicity and diseases for agri-hortic crops (Specific mandated domain within the approved disciplines/divisions),

AND WHEREAS the "Second Party", established *vide* No. F. 9-6/81-U.3, dated 25<sup>th</sup> October,1983 by Government of India, Ministry of Education & Culture ( Department of Education ) New Delhi and recognized by University Grants Commission at its Department of Biosciences and Biotechnology is involved in research in the field of Life Sciences AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

(Signature of Sacri-Party)

(Signature of Frast, Party)

#### Article 1. Scope

1.1 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for UG/PG/Ph.D. etc. (Name of the degree programme). The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.

Operational details of research effort and collaboration will be made in common research programmes and/ or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective (s) for research work for a student coming from a second

party outside NARS should be exclusively different as far as possible.

1.3 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.

1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hosted shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

#### Article 2. Management

- 2.1 Director of the First party and the Officiating Secretary / Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MOU.
- 2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

## Article 3. Exchange of Information

- 3.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MOU.
- 3.2 The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

#### Article 4. General Provisions

4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.

(Signature of Second Party)

(Signature of First Party)

- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4 Any research publication arising will be jointly published in accordance with the provision laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at (ICAR Institutions as notified *vide* Letter No. 2-8/2012-HRD dated 25<sup>th</sup> April 2014 or revised guidelines, if any, as may be issued from time to time.
- 4.5 A copy of the thesis / dissertation will be submitted to the First Party after the award of the degree by the Second party.
- 4.6 All questions related to this MOU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.
- 4.7 All question not foreseen related to this MOU will be handled by the parties by mutual agreement.
- 4.8 Nothing in this MOU is intended to affect other cooperation or collaborations between the parties.

#### Article 5. Intellectual Property Rights

5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall bet the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

#### Article 6. Admission and Fees

- All those who wish to register as trainees or for Masters /Doctoral programme under this MOU must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out in Items 3.21A and 3.2.2 A of the Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions as notified vide Letter No. 2-8/2012- HRD dated 25<sup>th</sup> April 2014 or revised Guidelines, if any, as may be issued from time to time, for the students from within NARS and outside NARS, respectively.
- 6.2 Admission of the students and the award of degrees for different programmes will be the responsibility of the Second party as per the rules and regulations.
- 6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor / Head of the Institution of the Second party.
- 6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.

(Signature of Second Party)

(Signature of First Party)

- 6.5 The PME/HRD Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.
- 6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.
- 6.7 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.
- 6.8 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions *vide* Letter No. 2-8/2012-HRD date 25<sup>th</sup> April 2014 or revised Guidelines, if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with AU/DU within NARS. However a student registered with a Second party, outside NARS, will deposit fee of Rs. 10,000/- for training duration of 3 months (not leading to a degree / dissertation) and Rs. 30,000/- per semester (six month) for training, research, dissertation exceeding three months. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the First party.

#### Article 7. Entry into effect, modification and termination

- 7.1 This MOU shall become effective on the date it is signed by the parties and shall be valid for five years. Both parties shall review the status of the MOU at the end five year period to determine any modification, whenever necessary. The period of validity of this MOU may be extended by mutual consent up to five years. This MOU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 7.2 All joint activities not completed at the expiration of termination of the MOU may be continued until their completion under the terms of this MOU.
- 7.3 No amendment or modification of the MOU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MOU. The modifications / changes shall become part of the MOU and shall be effective from the date on which they are made / executed, unless otherwise agreed to.

(Signature of Secord Party)

(Signature of First Party)

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MOU and represent that they approve, accept and agree to terms contained herein.

(Name and Address of the First Party)  (Director of the institute)	(Name and Address of the Second Party )  ( Officiating Secretary )
Name:	Name: PROF. D. KISHORE
Designation: Director	Designation: Offq. Secretary
Tel No:	Tel. No. 01438-228324
Signature with date	Signature with date
Office Seal	Office Seal  Office Seal  Banasthali Vidyapith
Witness 1 (name, office address and signature)	Witness 1 (name, office address and signature)
	PROF. HARSH PUROHIT,  PROF. HARSH PUROHIT,  PEAN, FMS WISDOM,  Bomosifials Vidyapair  -304022
Witness 2 (name, office address and signature)	Witness 2 (name office address and signature)
	S. Gropala kirish was  Placement officer  FM = Wisdom  Bomas the Widgepite-304



# MEMORANDUM OF UNDERSTANDING

# Between

ICAR- National Institute of A biotic Stress Management

**PUNE** 

And

Banasthali Vidyapith

P.O.Banasthali Vidyapith

(RAJASTHAN)

on

(02/12/2018)

# Memorandum of Understanding

between

ICAR- National Institute of A biotic Stress Management ( NIASM)

and

Banasthali Vidyapith, Banasthali (RAJASTHAN)

For facilitating

Students' Training/ Postgraduate Research/ Ph.D.

This Memorandum of Understanding (hereinafter referred to as MOU) is made on this 2<sup>nd</sup> day of the month of **December**, the year 2018 by and between the ICAR- National Institute of A biotic Stress Management[hereinafter called "ICAR- NIASM "/ First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001

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AND WHEREAS the "Second Party", established *vide* No. F. 9-6/81-U.3, dated 25<sup>th</sup> October,1983 by Government of India, Ministry of Education & Culture (Department of Education) New Delhi and recognized by University Grants Commission at its Department of Biosciences and Biotechnology is involved in research in the field of Life Sciences AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

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Offg. Secretary

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Offg. Secretary Banastheli Viay 21 Page

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Ulfg. Secretary Page

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(Signature of First Party)

(Signature of Second Party)

Offg. Secretary Banasthali Vidyapith This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MOU and represent that they approve, accept and agree to terms contained herein.

(Name and Address of the First Party)  (Director of the institute)	(Name and Address of the Second Party )  ( Officiating Secretary )	
Name:	Name: Prof. D. Kishore	
Designation: Director	Designation: Offg, Secretary	
Tel No:	Tel. No.	
Signature with date	Signature with date	
Office Seal	Office Seal Offg, Secretary Benasthali Vidyapith	
Witness 1 (name, office address and signature)	Witness 1 (name, office address and signature)  A: pin. L: Chakes of the character of the c	
Witness 2 (name, office address and signature)	Witness 2 (name, office address and signature)  S. Gropala Krishman  Placemak officer  BANASTHALI VIDYAPITH	

# MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**



# NATIONAL LAW SCHOOL OF INDIA UNIVERSITY, BANGALORE

#### AND



BANASTHALI VIDYAPITH
BANASTHALI

#### MEMORANDUM OF UNDERSTANDING

THIS is Memorandum of Understanding is made on this 03 day of June, 2018 by and between Banasthali Vidyapith a society registered under Societies Registration Act, 1860 and an Institution deemed to be University, notified by the Government of India vide its notification no. F.9-6/81-U.3 dated 25 October, 1983 under Section 3 of the UGC Act, 1956 and having its office at Banasthali Vidyapith P.O. Banasthali Vidyapith-304022, Rajasthan, through its Vice-Chancellor, Prof. Aditya Shastri on First Party (hereinafter referred as BV) and the National Law School of India University (hereinafter referred as NLSIU) University, Bangalore, established under the National Law School of India Act (Karnataka Act 22 of 1986) in 1987 with the Chief Justice of India as its Chancellor, is the first and the only law university fully supported by the Bar Council of India and the Bench. One of the main objectives of NLSIU is to 'bring legal education on par with other professional courses like medicine and engineering, where a student fresh out of highschool can make an immediate career choice'. The NLSIU has been conducting a strong B.A, LL.B (Hons.), LL.M, M.Phil., Ph.D and LL.D programs in Law. The NLSIU has made strides in teaching the law courses with both interdisciplinary and multidisciplinary dimensions and facilitating research and publication on those lines since its establishment on Second Party.

Whereas Banasthali is engaged in providing education to girl child for more than 75 years and is a premier institution being the largest university in the world for women, and NLSIU is one among such recognized institutions and seeks to promote the institutional collaborations through this Memorandum of Understanding.

#### SCOPE OF AGREEMENT

This Memorandum of Understanding is signed between the BANASTHALI VIDYAPITH as First Party and National Law School of India University (NLSIU) as Second Party and for the purpose of Academic Collaboration that will encompass exchange of students and members of faculty between the two parties as well as other academic activities, research and publication. In addition to this active efforts will be made to develop joint training and research programmes that will be pursued in a collaborative spirit. Some of the collaborative areas include the following:

#### I. TERMS AND CONDITIONS OF COOPERATION:

- BV and NLSIU shall collaborate in mutually agreeable academic events, teaching, training and research, wherever feasible. Such collaboration will be based on mutually agreeable terms and conditions specifically agreed for each of the collaborative efforts;
- 2. **BV** and **NLSIU** shall offer full time regular as well as optional courses to the under-graduate and post-graduate courses offered at these institutions from time to time on mutually agreeable terms and conditions;
- The Ph.D. candidates in interdisciplinary areas of research involving law from the BV shall work under the supervision of the faculty members of NLSIU or if agreed, jointly supervised by the faculty members from the two parties;
- 4. Faculty members from each of these universities shall be invited for important seminars, conferences and for teaching at doctoral level. The financial implications shall be worked out on a case to case basis;
- 5. Those modalities for a similar exchange of researchers and faculty members will be laid down through mutual discussion that should be made operational for a period of five years;
- 6. Ph.D. Scholars of both the Universities are welcome to make use of the library resources of each other and to have academic interaction with the faculty;
- 7. Research Scholars and Teaching Faculty of both **BV** and **NLSIU** will explore possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments and other funding agencies;
- 8. Any financial implication emerging out of such collaborations (other than the fees of the students etc.) shall be worked out and decisions will be taken with mutual agreement.

#### II. AREAS OF COOPERATION:

This Memorandum expresses a mutual desire by **BV** and **NLSIU** cooperates in building intellectual and research capacity and scholarship. Additional areas of cooperation may be added by written consent of the two the parties. Both parties will act in good faith to ensure that the objectives in this Memorandum are realized.

#### III. TERMS OF AGREEMENT

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent and in writing. Both parties reserve the right to terminate this memorandum by either party by giving six months written notice to the other. The

implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

# IV. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 1. In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto).
- 2. Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, a collaborative project or a programme, without the prior consent of the other party in writing.

The confidentiality obligations herein will not apply to information in the public domain; information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

# V. NON.BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

#### VI. TERMINATION

- 1. This memorandum shall come into force immediately upon its signature by the parties.
- 2. The validity of this Memorandum of Understanding is initially for a period of **five years** from the date of its execution and the same can be further extended on mutual agreement.
- 3. This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of **six months** and without jeopardizing the coursework or registration of any of the students of either institution.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto on the date of signing of the Memorandum of Understanding by the two parties.

For Banasthali Vidyapith,

Prof. Aditya Shastri Vice-Chancellor

Banasthali Vidyapith Rajasthan-304 022.

Date: 3 July, 2018

Witnesses:

1. 1. 003/06/18

2. SSQntm. 3/6/2010

National Law School of India University,

Dr. R. Venkata Rao

Vice-Chancellor

National Law School of India University

Bangalore.

Date: 3 (4/8/

Witnesses:

1. /w/ Dy3/6/2018

2. held 3/6/18



#### INDIA NON JUDICIAL

# Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

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TATA CONSULTANCY SERVICES LTD

Article 5 General Agreement

Not Applicable

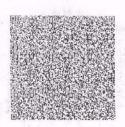
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: TATA CONSULTANCY SERVICES LTD

Not Applicable

TATA CONSULTANCY SERVICES LTD

(One Hundred only)



......Please write or type below this line.....

The surpentiety of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on "dis Certificate and as available on the website renders it invalid.

The range of checking the egitimacy is on the users of the certificate.

In case of any discrepancy please sulorm the Competent Authority.





#### Memorandum of Understanding between Tata Consultancy Services Ltd. and Banasthali Vidyapith

This Memorandum of Understanding (MoU) is entered into this 14<sup>th</sup> day of April 2018 by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act, 1956 having its Corporate office at TCS House, Raveline Street, 21 D.S. Marg, Fort, Mumbai 400 001 (hereinafter referred to as "**TCS**"), on the One Part.

And

Banasthali Vidyapith a society registered under Societies Registration Act, 1860 and an Institution deemed to be University, notified by the Government of India vide its notification no. F.9-6/81-U.3 dated 25 October, 1983 under Section 3 of the UGC Act, 1956 and having its office at Banasthali Vidyapith, P.O. Banasthali Vidyapith, Rajasthan – 304 022, through its Secretary, Prof. Dharma Kishore on other part (hereinafter referred to as "the AIP Collaborating Institute")

Skyni

Chr.

#### Recitals

- TCS is in the business of Software development and Consultancy Services and other allied businesses for its Clients worldwide.
- b. Banasthali Vidyapith was established in 1935 and is a Premier University of the country.
- c. The purpose of this MoU is with reference to exploring the areas of cooperation, benefiting both the AIP Collaborating Institute and TCS.
- d. Following the tradition of India's most admired corporate group TATA, TCS has been involved in strengthening the Academic Community around the world through TCS Academic Interface Programme (AIP). AIP has been involved in various programmes to bridge the gap between campus and corporate and thereby enhancing the employability of emerging workforce. Some of these activities are: Workshop for students, Faculty Development Programs for teachers, Student Awards to encourage healthy competition at colleges, Internship Training opportunity for students.
- e. And Whereas Banasthali Vidyapith has evinced keen interest in the said TCS Academic Interface Programme and offered to be a part of it as a collaborator.

#### NOW THIS MOU WITNESSETH as follows:

#### Areas of cooperation

 TCS agrees to offer a package of TCS Academic Interface Programme, containing the following, to the AIP Collaborating Institute. TCS shall support the student and teacher communities through workshops, Faculty Development Programmes and student internships

Item #	Item Description	Target per year
	Workshops for students	4
2.	Faculty Development Programmes	2
3.	Best Student Award	1
4.	Best Student Project Awards (maximum of 4 students in the team)	1
	Internship	For 2% of the students offered placement in TCS

- The AIP Collaborating Institute shall explore the possibilities of supporting TCS in its learning, hiring and research requirements based on mutual convenience.
- 3. Confidentiality: Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing). Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect not withstanding any termination of this MoU.

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- 4. Intellectual Property Rights: IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any TCS proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed, contributed, distributed or made by TCS hereunder, and all customizations, enhancements and modifications thereof, will not be transferred from TCS to the AIP Collaborating Institute on account of use of the same as part of any work under this MoU and shall always remain with TCS.
- 5. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any wilful and grossly negligent act or omission of either of the parties.
- 6. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
- Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the other party's prior written consent as to such release or announcement.
- This MoU may not be amended without the prior written consent of both the parties.
- This MoU will be effective for three years from 1<sup>st</sup> April 2018 to 31<sup>st</sup> March 2021. This MoU can be renewed based on mutual convenience.
- Governing Law: This MoU shall be governed by the laws of India and the Courts in Mumbai shall have exclusive jurisdiction.
- Termination: Either party can cancel or terminate this MoU unilaterally (and without reason), by giving an advance written notice of one month to the other.
- 12. Notices: All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective parties as follows:

To TCS:

Tata Consultancy Services Limited

TCS House,

Raveline Street, 21 D.S. Marg, Fort,

Mumbai - 400 001.

To the AIP Collaborating Institute:

Banasthali Vidyapith P.O. Banasthali Vidyapith, Rajasthan – 304 022

or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, fax or telegram.

#### 13. Tata Code:

The business activities of TCS are self-regulated by the "Tata Code of Conduct." The AIP Collaborating Institute undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to **the Local Ethics Counselor** or **the Principal Ethics Counselor** or **the CEO** of TCS. TCS, in turn, undertakes that it will maintain confidentiality of all communication received.

#### 14. FORCE MAJEURE:

If either of the two parties is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics,
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or
- e) Any other circumstances beyond the reasonable control of the party affected; then not withstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.

Indemnity: Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.

Authorised Signator

Tej Bhatla
Vice President & Centre Head, Delhi
Tata Consultancy Services Ltd.

New Delhi

Authorised Signatory

Prof. Dharma Kishore
Secretary, Banasthali Vidyapith
P.O. Banasthali Vidyapith

Rajastan - 304 022

Witnesses:

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(Devi Sahai Sharms) Barrasthali Vidyapith





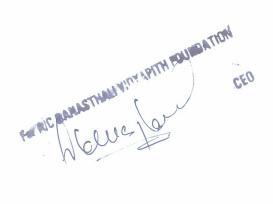
# **Memorandum of Understanding**

**Between** 

State Bank of India

**And** 

**AIC Banasthali Vidyapith Foundation** 





#### MEMORANDUM OF UNDERSTANDING.

This Memorandum of Understanding(hereinafter referred to as "MOU") isexecuted on this the 22<sup>nd</sup> day of October 2018at Jaipur.

#### BY AND BETWEEN

State Bank of India (SBI), a body corporate, constituted under the State Bank of India Act, 1955 having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai- 400021 and one of its Local Head Office at TilakMarg, C-Scheme, Jaipur-302005 through the Deputy General Manager (SME), Local Head Office, Jaipur (hereinafter referred to as "Bank" which expression shall include its successors and assigns) of the First Part.

#### AND

AIC BanasthaliVidyapith Foundation, (hereinafter referred to as "AIC BV"),(Atal Incubation Centre at BanasthaliVidyapith is supported by Atal Innovation Mission, NITI Aayog) ispromoted by Banasthali Vidyapith for supporting and promoting women entrepreneurship. AIC BV is registered as a Section 8 Company under The Companies Act 2013, having its registered office at Plot No. 3, VivekanandVyas, Banasthali, Newai, Tonk, Rajasthan. AIC BV is an Incubation Centre in academic institution promoting and nurturing Incubation and Entrepreneurship by providing support and environment for conceiving, realizing, promoting and nurturing entrepreneurship culture and development of knowledge based entrepreneurship amongst Students, Faculty & Staff of the institution and other institutes as well as any other aspiring entrepreneurs in Rajasthan leading to successful ventures.

"AIC BV" and "SBI" are collectively referred to herein as the "Parties" and individually referred to as a "Party"

#### WHEREAS:

A. The Parties shall jointly organize various activities related to Entrepreneurship Development in the state of Rajasthan targeting: Academic Institutes; Grassroot

एस.एम.ई.बी.यू. / SMEBU)

and support structures for entrepreneurship development. Some of the joint activities might be, but not restricted to above can be:

- a. Strengthen the on-ground startup ecosystem development activities across Rajasthan;
- b. Mentoring the existing startups in business development, financial planning etc.:
- c. Explore possibilities of funding of startups from SBI;
- d. Provide infrastructure and technical support to startups already funded/ supported by SBI
- e. Conduct knowledge sharing programs, EDPs, MDPs etc.;
- f. Knowledge exchange: Learning and Sharing best practices on Innovation and startups Ecosystem development at Micro and Macro level;
- g. Entrepreneurial Ecosystem development, Innovative startup industrial activities:
- h. Conduct joint outreach, awareness programs to encourage innovation and startup activities
- i. Identification of further collaborations
- **C.** The Parties recognize the vital importance of the collaboration in the Entrepreneurship, Innovation and Incubation space.

In order to promote future institutional cooperation and collaboration between them, the Parties hereto wish to enter into this Memorandum of Understanding ("MOU").

NOW THEREFORE, THE PARTIES HEREBY, CONFIRM AND ACKNOWLEDGE THAT:

- 1. **Objective**. The objective of this MOU is to outline the possible ways in which AIC BV and SBI could develop and carry out collaborative activities with the objective of promoting & financing technology based entrepreneurship in Rajasthan.To provide platform to startup and prospective entrepreneurs for converting their innovative ideas into commercially viable products
- 2. **Scope of Activities**. AIC BV and SBI could develop joint programs to provide support to other technical institutions in Rajasthan for setting up Incubation Centre and Design Incubation Programs towards promotion of startup entrepreneurship in the state.

FOR AIC BANASTHALLY COLLEGISTA FORMAL ATTOM

कृते भारतीय एटंट बेंक For STATE BANK OF INDIA (उप महाप्रबुधक / D.G.M.) (एस.एम.ई.सं.यू. / SMEBU) स्था.प्र.का., जयपुर / L.H.Q., JAIPUR The scope of collaboration under this MOU may include, but not limited to, the following:

#### I. Deliverables of SBI

- One Stop Solution to the financial needs of the startups incubated by AIC BV, who have reached the stage of fund raising, within the ambit of the Credit Policy and Procedures of the Bank.
- > Assist incubatees of AIC BV in business planning, business modeling and other funding and fund raising activities.
- Organize joint investor demo days with AIC BV, for the incubatees of AIC BVand later joint incubatees of AIC BVand SBI, on a mutually beneficial basis.
- > SBI can also use its vast experience in startup promotion and incubation to assist AIC BVin designing and implementing incubation and startup promotion programs for the AIC BV Innovation and Incubation Center.

#### II. Deliverables of AIC BV:

- > All Start-ups registered with AIC BV opting for banking will be directed to SBI for fulfillment of their banking needs.
- > Provide infrastructure, management, networking and technical support to startups funded by SBI.
- Monitor and mentor the entrepreneurs on a regular basis for working towards maintaining commercial viability of the project.
- ➤ Conduct MDP's for SBI with best faculty/ trainers who are regularly giving training to employees of various organizations in Rajasthan; across India and abroad.
- > Branding of SBI in all the programs conducted pursuant to this MOU.
- ➤ Banking Advisory Desk at the AIC BV and SBI will be given first access to the startups/entrepreneurs for the fund support.
- 3. **Tenure of MOU:** This MOU is valid subject fulfillment, for a period of **1(one)** year from the date of signing the MOU. However it may be extended or amended with the mutual consent of the parties and may be terminated by either party by giving a prior written notice of one month to the other party.
- 4. **Not Legally Binding.** This MOU is not intended to be and is not to be construed as a legally binding agreement. Signing of this MOU does not result in any material, financial or other obligation for either of the parties hereto. By signing this MOU, the parties are signifying their desire for future collaboration. Specific initiatives may be considered and agreed upon, on a case by case basis, including the contributions and obligations of each institution. Subsidiary MOU may be signed as required.
- 5. While this MOUNT no way restricts either party from participating with other agencies organizations and individuals on similar arrangements on other

CEO

कृते भारतीय स्टेट बैंक For STATE BANK OF INDIA

> (उप महाप्रबन्धक / D.G.M.) एक एम र्र बी य / SMFRII)

memorandum of understanding, the Parties agree and acknowledge that such other MOU shall not conflict and/or impinge upon a Party's ability to effectively fulfill its responsibilities under this MOU. Further, both the parties agree to inform each other party prior to entering into such other MOUs/Agreements.

- 6. Neither party, without the express prior consent of the other party, shall use trademarks, service marks, proprietary words or symbols of the other party.
- 7. Except for claims of intellectual property infringement or breach of confidentiality obligations, in no event shall either Party be liable to the other Party for any lost profits or savings, lost business, loss of data, loss of revenue, loss of use or money, loss of business, loss of opportunity or any incidental, special, indirect, or consequential damages (whether or not also constituting one of the foregoing specific types of loss), whether based on breach of contract, tort (including without limitation negligence), or otherwise and whether or not such Party has been advised of the possibility of such damage.
- 8. Both parties agree that they may be required to share some confidential information during their collaboration. The Parties agree to not to share such confidential information with any other third party as long as the information was indicated to be such at the time of sharing.

This MOU shall be governed by Laws of India and the Courts at Jaipur (Rajasthan) alone.

Shall have exclusive jurisdiction in respect of any or all matters/disputes relating to or connected with this MOU.

IN WITNESS WHEREOF the parties have executed this MOU by their respective duly authorized representatives as of the day and year first above written.

For and on behalf of

State Bank of India, Vaipur

कते भारतीय स्टे

Title: Deputy General Aman ager (SME)

Date: 22.10.2018

For and on behalf of

Name: AbhishekPareek

Title: Chief Executive Officer

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CED

Date: 22.10.2018

# No. M-13040/15/2016-S&T NITI Aayog Atal Innovation Mission

Dated: 15 June 2017

#### **OFFICE MEMORANDUM**

# Subject: Approval for setting up Atal Incubation Centres

s should not be allowed. The applicant is free to avail such

The undersigned is directed to refer to your application with the unique id 6af21071 regarding establishment of Atal Incubation Centre (AIC) and to inform that the competent authority has approved in-principle your application for financial support for establishment of Atal Incubation Centre at Banasthali Vidyapith, Banasthali Vidyapith P.O. Banasthali Vidyapith Dist. - Tonk PIN- 304 022 (Rajasthan) and registration no. as 54/Tonk/1950-51 (here-in-after referred to as the Host Institution). As against the total project cost of Rs. 1,885 lakhs, the total eligible project cost is Rs. 1,330 lakhs out of which the total grantin-aid from NITI Aayog will be Rs.550 lakhs. The Host Institution is expected to bring in the remaining cost of the project from his own resources for putting in place all the required facilities for successful establishment of the AIC.

2. The Screening cum-Selection Committee(SSC) under the Chairmanship of Secretary, Department of Science and Technology has recommended the following:

2.1 The maximum limit of grant-in-aid under four major head as under:

why escalation in the project cost will have to be borne on.	Grant-in-aid permitted upto Rs.		
1) Capital Expenditure	P		
a. Land and Construction of Building	o O		
b. Purchase of lab equipment related to the focus sector of the AIC	3,50,00,000		
c. Setting up of facilities (Furnishing of Building and Equipment)	75,00,000		
2) Incubation Centre Services to Startups (such as technology, IPR legal, accounting, training, marketing, finance, etc.) and other expenses (such as outreach programs, special lectures, networking events, startup exchange programs and so on)	(ii) 2,25,00,000 (iii)		
3) Personnel Expenses	2,50,00,000		
4) Seed support Funding	1,00,00,000		
Proof of availability of at least 10,000 sq. it built IstoT	10,00,00,000		

- 2.2 The committee recommended that any funds that the applicant have sought for services such as training of the Incubation Centre team, training of entrepreneurs, design and implementation of the AIC, selection of incubatee companies, best practices, or any other services for which any payment is being made to FICCI and/IC² Institute, University of Austin, Texas and / or any other related legal entity, then such expenses should not be allowed. The applicant is free to avail such services out of their own funding and the grant-in-aid should not be used for this purpose. One of the objectives of providing the grant-in-aid is also to build the capacities of the AIC team and the host institutes. In case some part of the operations of the AIC are outsourced to an external agency, building in-house capabilities and scaling up the Incubation Centre will be a challenge.
- 3. The total grant-in-aid amount has been arrived at after subtracting the cost of non-permissible items like land/building, vehicles and other non-performing assets and applying the limits prescribed by the Screening Cum Selection Committee, subject to a maximum of 50% of the total eligible cost (applicable for AIC in the non-academic category). A detailed calculation sheet for arriving at the total grant-in-aid amount is attached as **Annexure I**
- 4. The grant-in-aid shall be sanctioned and disbursed to the Special Purpose Vehicle (SPV) set up for the purpose of establishing the Atal Incubation Centre (AIC). You are therefore advised to setup the SPV as per the guidelines attached. (Annexure-II)
- 5. The disbursement of the Grant-in-aid would be made on pari passu basis i.e. all proportionate tranches will be released after the corresponding contribution to be mobilized by the Host Institution is deposited in the bank account of the SPV (applicable in case of non-academic applicants)
- 6. Any escalation in the project cost will have to be borne by the Host Institution.
- 7. You are requested to convey your acceptance and submit the following documents within three calendar months from the date of issue of this letter for grant of financial sanction and release of funds:
  - (i) Copy of the Registration Certificate of Special Purpose Vehicle established for establishing the Atal Incubation Centre (AIC)
  - (ii) Registration of the SPV Bank Account on the PFMS portal (Instructions at **Annexure III**)
  - (iii) Two copies of the MoA signed and stamped by the SPV (in prescribed pro-forma **Annexure IV**)
  - (iv) One original copy of the Bond (on Rs. 10 non-judicial stamp paper) signed and stamped by the SPV (in prescribed pro-forma **Annex V**)
  - (v) Proof of availability of at least 10,000 sq. ft built up space along with copy of the lease deed/ownership documents in favor of the SPV,

location plan and floor plan (Please note that the entire 10,000 sq. ft. of space needs to be at the single location). It is assumed that the promoter would continue to provide support beyond the initial lease period.

- (vi) Proof of financial closure for the total project cost indicating the source of availability of matching contribution by the promoter in the form of board decision/commitment by the authorized signatory/loan approval etc. along with a copy of the balance sheet and ITR for the last three years of the promoter (for non-academic organizations). Academic institutions are also required to bridge the gap between the project cost and the sanctioned Grant-in-Aid.
- (vii) Proof of availability of matching contribution equivalent to the first tranche in the bank account of SPV (for non-academic organizations) The amount disbursed as the first tranche will depend on the proposed and agreed expenditure as per the budget plan submitted by the applicant.
- (viii) CV/ Resume of Full-time Managing Team (Board, CEO and other officials)
- (ix) List of key mentors along with their designation, qualification and areas of specialization etc.
- (x) Copy of MOU / Partner Contract between the SPV and R&D Institutions or Industries or Individuals for technical collaboration.
- (xi) Annual goals and deliverables document for the AIC for the duration of the project.
- 8. On receipt of all the above documents, the final sanction letter and the disbursement of the first tranche, shall be made to the SPV, subject to the terms and conditions mentioned in the MoA and the Bond form.
- 9. In case of non-receipt of the above documents within the specified period of three months, without valid reasons, the in-principle approval will stand revoked automatically and no communications will be entertained in this regard.
- 10. Request for extension, if any, (subject to a maximum of one month) will be considered only in exceptional cases, where the delay is due to reasons beyond the control of Host Institution, subject to the condition that such a request is received by this office before the expiry of three months along with reasons and full justification for the delay.
- 11. Kindly note that with the issue of this in-principle approval letter to the host institution, the Atal innovation Mission, NITI Aayog, Government of India is not under compulsion to release the funds in favour of the Host Institution or the SPV and neither the Host Institution nor his/her heirs or for that matter the SPV can claim any compensation for the losses/expenditure, if any, incurred by the promoter / host institution during the process.

This issues with the approval of Competent Authority.

R. Ramanan Barran and Barran Mission Director (AIM)

To
Banasthali Vidyapith
Kind Attention Prof. Harsh Purohit
Dean FMS WISDOM
Banasthali Vidyapith P.O. Banasthali Vidyapith
Dist. - Tonk PIN- 304 022 (Rajasthan)

promoter would continue it provide support beyond the initial lease

CC Prof. Aditya Shastri Vice Chancellor Banasthali Vidyapith P.O. Banasthali Vidyapith Dist. - Tonk PIN – 3040 22 (Rajasthan)

# Annexure I: Detailed Calculations Sheet for Arriving at the Total Grant-In-Aid Amount

## Banasthali Vidyapith ("Banasthali")

Total proposed project cost for 5 years: ₹1,885.00 lakhs

• The above project cost includes ₹555.00 lakhs in land and building, which needs to be excluded to arrive at total eligible project cost of ₹1,330.00 lakhs as per AIM guidelines

• The AIM team has gone through the budget submitted by Banasthali in details. Below are the different heads of budget submitted, as per AIM guidelines and the maximum funding allowed:

	Cost items	Estimated expense (in lakhs)	Maximum grant allowed (in lakhs)	AIM grant recommended (in lakhs)
1	Land and building	₹555.00	₹0	0
2	Purchase of lab equipment	₹0	₹0	O Company   Comp
3	Setting up of facilities	₹495.00	₹75	₹75
4	Incubation centre services to start-ups	₹527.00	₹225	₹225.00
5	Personnel expenses	₹308.00	₹250	₹250.00
	Total	₹1,885.00	₹550	₹550.00

- As per the above calculation, the maximum grant considered based solely on budget submitted is ₹550 lakhs
- The AIM grant recommended for Banasthali therefore is ₹550 lakhs

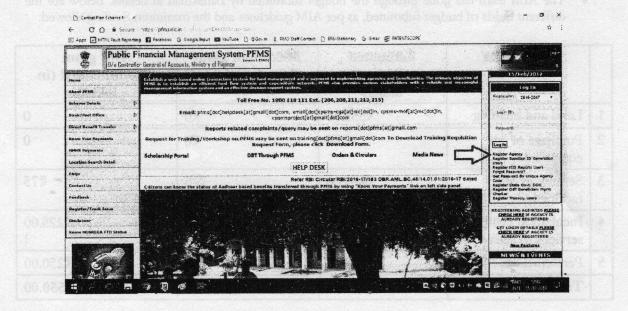


# Annexure II: Instructions For Registration on the PFMS Portal

(Please note that the agency details that are being fed in here should be for the same organization that has applied to NITI Aayog for the grant-in-aid.)

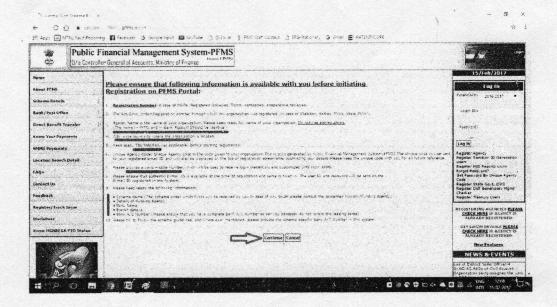
Step 1:

Control + Click to open the PFMS portal - <a href="https://pfms.nic.in">https://pfms.nic.in</a> - The below page will open in your web browser. Click on link on the right side 'Register Agency'



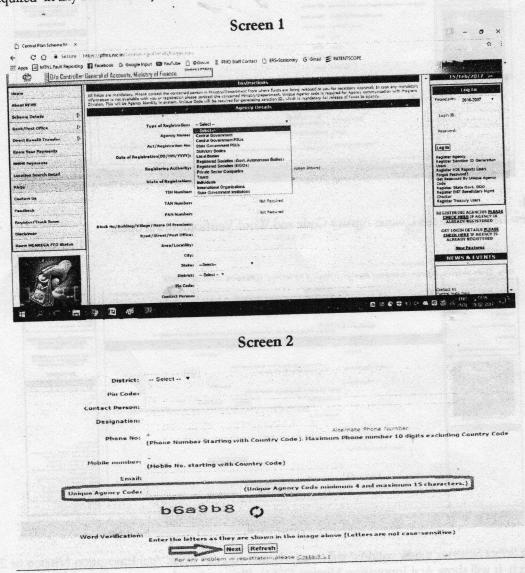
Step 2:

Read the instructions carefully and make all necessary details available with you before initiating registration on PFMS portal. Once you have all details handy then click on Continue.

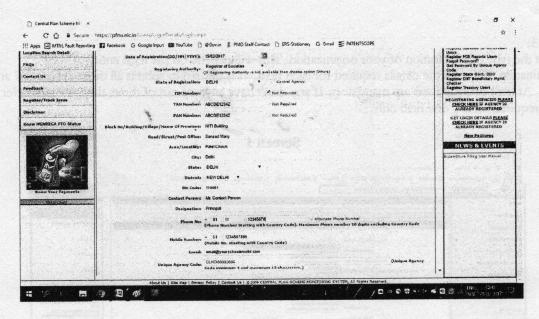


Step 3:

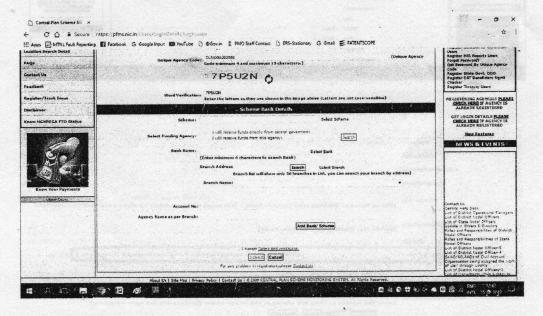
Select the type of registration of your organization. This will depend on the legal entity of your organization. Fill in all the details required for each field. It is desired to submit all three TIN, TAN and PAN. At least two numbers are mandatory. If you don't have any one out of three, then you may select 'Not required' in any one field only.



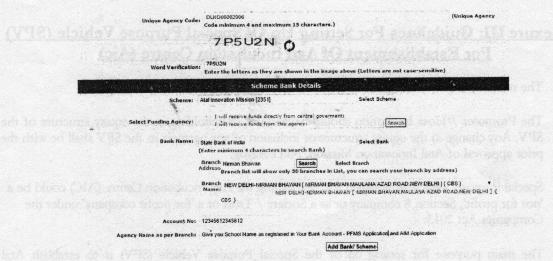
The above screen will be shown in your browser which will have auto generated Unique Agency Code. This needs to be shared with Atal Innovation Mission via email - md-aim@gov.in.



**Step 4:**The new fields below the Unique Agency Code and Word Verification will open.



Click on Select Scheme, a new window will open wherein you can write: Atal Innovation Mission or 2351 and search. It will show Atal Innovation Mission [2351]. Please select the same.



Read terms & Condition and for submission of the agency registration form you are required to accept the terms and condition.

Apparate lexists syntactical entercome gamestate to telephologic date your TITM constitu

interpretation and promise facilities, and the artists and approve that

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Click on Submit link for submitting the application.

# Annexure III: Guidelines For Setting Up Of Special Purpose Vehicle (SPV) For Establishment Of Atal Incubation Centre (Aic)

- I. The name of the SPV should be "AIC < Promoter / Host Institution's name>".
- II. The Promoter / Host Institution should have 100% shareholding in the equity structure of the SPV. Any change in the equity structure or inclusion of any partners in the SPV shall be with the prior approval of Atal Innovation Mission, NITI Aayog.
- III. Special Purpose Vehicle established for establishing the Atal Incubation Centre (AIC) could be a 'not for profit', Section 8 company or as a Society / Trust or a 'for profit company' under the Companies Act 2013.
- IV. The main purpose for setting up of the Special Purpose Vehicle (SPV) is to establish Atal Incubation Centre (AIC). The broad objectives to be included under the objects clause in the legal documents of the SPV as the case may be (for e.g. the trust deed in case of a Trust, the Memorandum of Association in case of a company, and so on) are:

"To set up and implement the Atal Incubation Centre (AIC) in partnership with Atal Innovation Mission, NITI Aayog with an objective of supporting innovative technology-based startup enterprises in India. The AIC shall endeavor to implement the following:

- i. Establish a high class incubation facility, including but not limited to: (a) suitable physical infrastructure and operating facilities, and (b) affiliations with sectoral experts.
- ii. Enable support ecosystem for incubated startups, including but not limited to: mentoring, planning, organizing events, lab facilities, regulatory guidance, etc.
- iii. Provide preference in support to startups or innovators that have applications / impact in the core sectors of the economy (e.g. agriculture, healthcare, clean energy and sustainable technologies, education, housing, transportation, Cyber security, IOT, Robotics and AI, water and sanitation, etc.)
- iv. Encourage innovation in the Indian ecosystem, through activities such as, but not limited to, (a) awareness workshops, (b) training and capacity building, (c) mentoring support, to early stage startup enterprises
- v. Encourage creation of new technologies and intellectual property.
- vi. To support and carry out any other activity relevant to promotion and incubation of startups in the country."

# Annexure IV: Memorandum Of Agreement

	is MEMORANDUM OF AGREEMENT ("MoA") is entered on this day of(Month)
1331	i
	(hereinafter referred to as "the Promoter / Host Institution") together with
	(hereinafter referred to as the first parties) for setting up and operation of the Atal Incubation Centre (AIC).
	ii. The think tank of Government of India, NITI Aayog (hereinafter referred to as "NITI AAYOG". Sansad Marg, New Delhi – 110001 (hereinafter referred to as the second party)

WHEREAS NITI Aayog, Government of India under the Atal Innovation Mission (hereinafter referred to as AIM), has taken up an initiative to provide financial support to selected academic and non-academic institutions for establishment of Atal Incubation Centres in India to support innovators and start-up businesses in their pursuit to become successful entrepreneurs/enterprises.

WHEREAS the Promoter / Host Institution has been selected by AIM, NITI Aayog for establishing the Atal Incubation Centre through a rigorous selection process, and the Promter / Host Institution shall contribute towards the setting up of the Atal Incubation Centre, in kind and in cash, matching the support provided by NITI Aayog.

AND WHEREAS the Promoter / Host Institution has setup the SPV for establishment of the Atal Incubation Centre (AIC) as per the conditions set out by NITI Aayog for this purpose. The Promoter/Host Institution jointly with the SPV and NITI Aayog, Government of India have decided to enter into this MoA setting out the working arrangement, that each party agrees, is necessary for achieving the objectives of this initiative of Government of India, as under:

#### ARTICLE 1: BACKGROUND AND PURPOSE

#### 1.1 Background of Atal Innovation Mission

Government of India has established the Atal Innovation Mission (AIM), at NITI Aayog to promote a culture of innovation and entrepreneurship in the country. The mission subsumes Self-Employment and Talent Utilization (SETU) programme announced by the Government. The objective is to provide a platform for promotion of world-class Innovation Hubs, Grand Innovation Challenges, Start-up businesses and other self-employment activities, particularly in technology driven areas. The Atal Innovation Mission has two core functions:

- **a. Entrepreneurship promotion:** Wherein innovators would be supported and mentored to become successful entrepreneurs at Incubation Centres and Atal Tinkering Laboratories.
- **b. Innovation promotion:** to provide a platform where innovative ideas are generated and supported to develop innovative technological solutions.

#### 1.2 Setting up of Atal Incubation Centres (AIC)

With a view to promote entrepreneurship and innovation in the country, NITI Aayog has taken up an initiative under Atal Innovation Mission (AIM), to establish Atal Incubation Centres. As a part of this initiative, NITI Aayog will provide financial support to selected academic and non-academic institutes and organizations to set up the Atal Incubation Centre (AIC) to support and encourage start-ups in specific subjects / sectors such as manufacturing, transport, energy, health, education, agriculture, water and sanitation etc. and would provide them with necessary infrastructure facilities and other value added services.

#### 1.3 Background of the Promoter / Host Institution

Banasthali Vidyapith, established in 1935, is the world's largest residential university for women doing pioneer work in its field for more than eight decades. Banasthali's educational ideology is based on the concept of five-fold education comprising of physical, practical, aesthetic, intellectual and, above all, moral aspects to develop an integrated and balanced personality of the students besides the requisite professional training. The Vidyapith has kept pace with the changing times but has never compromised with its core principles and at present over 14,000 girls are receiving education in Banasthali Vidyapith.

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#### 1.5 Purpose of the Grant-in-Aid

1 A Background of the SDV

AIM, NITI Aayog shall provide the Grant-in-Aid to the SPV to set up the AIC that would provide high class incubation facilities with suitable infrastructure in terms of capital equipment and operating facilities, coupled with the availability of sectoral experts for high quality mentoring to the start-ups in their early stages of growth.

The AIC set up by the SPV should have incubation facilities such as competent team members who understand the incubation and startup ecosystem and have the ability to successfully guide the incubatee startups; infrastructure such as incubation space, meeting rooms, conferencing space and facilities; tech support such as sector specific labs and workshops that have tools and equipment; seed funding support, other support services such as IPR, regulatory, legal, market research, etc.; and so on. The AIC should

also conduct outreach initiatives, build a network of mentors, subject matter experts and investors, devise training programs and/or other incubation related events, building the entrepreneurship ecosystem, for incubatee startups.

#### ARTICLE 2: AREAS OF COLLABORATION

The Promoter / Host Institution together with the SPV and AIM, NITI Aayog are collaborating to set up the AIC with the objective of supporting a large number of innovative technology based startups that have an application and impact in core sectors such as agriculture, biotechnology, health, education, energy, manufacturing, housing, transport, etc.

#### ARTICLE 3: DURATION

This MoA shall be valid initially for a period of six years from the date of signing by all the parties.

#### **ARTICLE 4: TERMS**

#### 4.1 Responsibilities Of The Promoter / Host Institution

The Promoter / Host Institution shall be responsible for the following:

i. The Promoter / Host Institution shall be responsible for setting up a Special Purpose Vehicle (SPV) for the purpose of establishing the Atal Incubation Centre (AIC)

ii. The Promoter / Host Institution shall be responsible for proper utilization of the funds provided by NITI Aayog for establishment of the AIC to support and encourage start-ups as well as provide them with necessary infrastructure facilities and other value added services.

iii. Provision of at least 10,000 sq. ft. of built up space (including land and building) to set up the AIC.

iv. In case of renting of the required space for AIC, the lease period should be for a minimum of 15 years for academic / R&D institutions and 9 years for companies and individuals with the requisite lease deed registered as per law

v. The Promoter / Host Institution will ensure appointment of a dedicated full time CEO with the necessary domain and management expertise and other core team/supporting staff for successful operations of the AIC within 30 days of the date of release of the first tranche.

vi. The Promoter / Host Institution will have full freedom to decide the composition, recruitment and compensation of the CEO as well as the management team.

vii. The Promoter / Host Institution will provide proof of availability of matching contribution equivalent to the first tranche in the bank account of SPV (for non-academic organizations)

viii. The Promoter / Host Institution will provide proof of financial closure for the project cost to AIM, NITI Aayog within three calendar months of receiving the Approval letter

ix. It will be the responsibility of the Promoter/Host Institution to bridge the gap between the project cost and the Grant-in-aid from AIM, NITI Aayog to ensure that the all the facilities as per the scope envisaged, are established in the AIC to make fully functional.

#### 4.2 Responsibilities of SPV

The SPV shall be responsible for the following:

- **4.2.1** All funds to the SPV by the Host Institution & NITI Aayog shall be utilised only for the purposes of setting up and operating the AIC and will not be allowed to be diverted for any other purpose.
- **4.2.2** The SPV shall also be responsible for proper utilization of the funds provided by NITI Aayog for establishment of the AIC to support and encourage start-ups as well as provide them with necessary infrastructure facilities and other value added services.
- **4.2.3** The SPV shall carry out all its the activities in conformance with the laws of the land in an ethical manner with all the regulatory and statutory requirements being adhered to.

#### 4.2.4 Maintenance of Assets of the AIC

- i. The SPV is expected to undertake reasonable care and due maintenance of the assets of AIC (both from financial support from NITI Aayog and the counterpart support by the promoter/host institution).
- ii. The SPV should adequately insure these assets against any loss or damage caused due to accidents, terrorist attacks or natural calamities, to the extent possible. If possible, the assets should be reinstated through insurance.
- iii. All the assets of the AIC from the Grant-in-Aid, the promoter / Host Institution and/or other sources of funds if any, including those maintained and promoted from the grant shall be installed in the premises of the AIC and not in any other department/division of the Promoter / Host Institution.
- iv. All the assets acquired or created for the purpose of Atal Incubation Centre including the land and building brought in by the promoter/host institution shall not be allowed to be disposed of or encumbered or utilized for the purpose other than that of AIC without the prior written permission of the NITI Aayog. NITI Aayog reserves the right to terminate future grants and recover the assets created for AIC, if it is convinced that the SPV is not utilizing the assets for the objectives of AIC

#### 4.2.5 Operational Responsibilities

- i. It is suggested that the AIC should be administered by a Governing Body/ Board chaired by the Head of the Promoter / Host Institution. The Governing Body of the AIC may meet quarterly to review progress of AIC and provide policy guidelines for the operations of the AIC. The Promoter / Host Institution should ensure that the operations of the AIC are in line with the sanctioned proposal and activities are tailored to attain projected milestones (to be submitted by the Promoter / Host Institution before the release of the first tranche). The Governing Body should ideally provide adequate autonomy and flexibility to the Chief Executive Officer (CEO) of the AIC for making speedy & transparent decisions.
- ii. The SPV shall identify and appoint adequate number of team members (technical) for the day to day operations and management of the AIC. The team should include a full time CEO and other members who have the domain knowledge and the expertise required for supporting the startups through the grants-in-aid provided by NITI Aayog. The suggested team to incubate companies ratio is 1:5, which needs to be put in place progressively.
- iii. The SPV will ensure development of domain and management expertise of its core team/supporting staff through training/re-training, starting within six months from the date of release of the grant-in-aid.
- iv. The Manpower employed by the Promoter/Host Institution and the SPV will be the liability of the Promoter/Host Institution or the SPV as the case may be and NITI Aayog will not have any liability towards them.

- v. The SPV will develop the physical space for the AIC including but not limited to co-working space for the incubatee companies, sector specific laboratories, other relevant tools and equipment, meeting rooms, conferencing facilities, etc.
- vi. The SPV shall open separate bank accounts one for the exclusive operations of the AIC and other for the seed fund component of the Grant-in-Aid.
- vii. The SPV will evolve a transparent system for selection of incubatees in line with the thematic area of specialization chosen. The incubatees would be admitted fulfilling the admission criteria and the AIC should execute appropriate incubation agreement with incubatees. The residency period and the exit policy may also be defined clearly in the agreement.
- viii. The SPV will provide the context-appropriate assistance and handholding to startups to help them become sustainable and scalable enterprises, including but not limited to, business and strategy advice; facilitating access to relevant laboratories and maker's spaces; legal, accounting and intellectual property services and/or support; networking with mentors, vendors, and investors; national and international linkages, etc.
- ix. The amount of the Grant-in-Aid towards providing seed funding support to start-ups can be utilised only after the AIC raises a matching amount through non-government sources (non-government sources exclude central, state and local governments). The SPV shall support the start-ups to raise seed support and other investments.
- x. The SPV will adequately promote itself through online and offline channels. The SPV shall have a website which should go live within 30 days of the date of release of the first tranche of the grant-in-aid. The website should describe all the facilities and offering that it has for aspiring and recent entrepreneurs. Eventually the incubatees should also be listed on the website.
- xi. The SPV is required to mention "Supported by Atal Innovation Mission, NITI Aayog" in all its communication/stationery and branding material, whether online or offline, as well as on the display board at the entry gate of the SPV.
- xii. In case of any operational disputes or lack of clarity, the decision of the CEO, NITI Aayog shall be final and binding on the SPV and the Promoter/Host Institution.

#### **4.2.5** Monitoring responsibilities

- i. NITI Aayog will put in place a progress update and monitoring framework with key performance requirements for SPV/AIC. The SPV/AIC shall subscribe itself to the monitoring system and provide the updated information on a quarterly basis.
- ii. The monitoring framework will capture the Key Performance Indicators (KPIs) of the AIC and the SPV/AIC will be obligated to update these KPIs on a quarterly basis.
- iii. The SPV/AIC will be required to demonstrate the impact it has been able to make through the grant-in-aid. The SPV/AIC will be expected to deliver on the implementation plan as submitted by the SPV/AIC to NITI Aayog for every tranche of the grant-in-aid.
  - iv. The operations and performance of the SPV/AIC may be reviewed yearly by AIM, NITI Aayog or by a professional third party agency appointed by NITI Aayog. The SPV/AIC is expected to co-operate fully and provide all the information required for a fair and successful evaluation of the performance of the AIC. The SPV/AIC shall be informed about the third party appointed for the purpose and the outcome of evaluation in a timely manner.

- v. In the event the SPV fails to make adequate progress in the establishment of AIC and implementing start-up incubations activities, no further grant will be provided and the unspent amount along with interest earned thereon would be required to be refunded within a period of one month from the date of notice issued by NITI Aayog.
- vi. The release of grant for every tranche will be based on satisfactory performance of the AIC as well as fulfillment of the financial requirements by the SPV/AIC.
- vii. Concerned officials of, AIM, NITI Aayog or its authorized representatives will have the right to visit the Atal Incubation Center periodically for ascertaining the progress of work and resolving any difficulties that might be encountered in the course of implementation.

#### 4.3 Other Obligations

- i. By accepting this grant-in-aid, the AIC becomes a part of the AIM program network and will collaborate with and support AIM, NITI Aayog on their various initiatives and programs relating to innovation, incubation and entrepreneurship. These initiatives may include (but not limited to) the Atal Tinkering Labs, The Atal Grand Challenges and other similar initiatives in the area of innovation and startup ecosystem in India and the world. Such initiatives shall be communicated to the AIC from time to time.
- ii. AIM, NITI Aayog is also providing grant-in-aid to institutes for scaling up Established Incubation Centres (EICs) and Atal Tinkering Labs (ATLs). The AIC shall be expected to work with one or more EICs that shall be facilitated by AIM, NITI Aayog. The support from EICs may include transfer of knowledge and relevant standard operating procedures, help in building a network, training of the team, introduction to mentors and investors from the EIC network, co-organizing relevant events and / or any other support that the AIC may need from time to time.
  - iii. The AIC shall be expected to support the ATLs on aspects such as mentoring of the students, organising exposure visits and interaction sessions with innovators and entrepreneurs, and /or any other support that the ATLs may need from time to time.
  - iv. AIM, NITI Aayog through its partners may also extend support to the AIC with tools, equipment, research collaborations and /or partnerships. The AIC should exploit such partnerships, if any are extended by AIM, NITI Aayog. The SPV/AIC is expected to attend all the workshops, events, meetings and conferences related to entrepreneurship, innovation, business incubation, training of team and other relevant topics, which may be organized / facilitated by NITI Aayog from time to time. The SPV/AIC shall be intimated in advance about the organization of any such events. Recusal from any such events, if required, should be requested from the AIM, NITI Aayog in writing.
  - v. It is expected that the AIC shall become financially self-sustainable by the end of five years' time and no other grant-in-aid is requested from any government agency for its operations. The Promoter / Host Institution should ensure smooth continuation of activities and facilities after the end of the support from AIM, NITI Aayog.

#### ARTICLE 5: ASSIGNMENT

The Promoter / Host Institution / SPV shall not assign any part of this MOA to any other person/organization without prior written approval from NITI Aayog.

#### ARTICLE 6: AMENDMENTS

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by all the three parties.

#### ARTICLE 7: NON-EXCLUSIVE DISCUSSIONS

The Promoter / Host Institution, the SPV and NITI Aayog acknowledge and agree that the discussions in relation to the Areas of Collaboration are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration in India or elsewhere.

#### ARTICLE 8: SANCTION AND DISBURSEMENT OF GRANT-IN-AID

i. NITI Aayog shall provide financial support in the form of grant-in-aid to the SPV in five or more annual tranches on the basis of the budget submitted by the Promoter and approved by AIM, NITI Aayog. In case of a non-academic institution, release of funds in every tranche will be subject to the SPV receiving matching contribution from the Promoter

ii. The amount disbursed in the tranches will depend on the proposed and agreed expenditure as per the budget plan submitted by the Promoter / Host Institution. Release of funds will also be dependent on the progress of the AIC and satisfactory compliance with the financial

requirements.

iii. Any unspent balance, out of the Grant-in-Aid disbursed by AIM, NITI Aayog, as well as the interest earned thereof, would be adjusted towards the Grants-in-Aid payable during the next tranche/year.

- iv. After six years from the date of the release of first installment, any unspent balance out of the Grant-in-Aid received from NITI Aayog including the interest earned thereon should be refunded to NITI Aayog, Government of India within 30 days by means of an Account's Payee Demand Draft drawn in favor of Drawing and Disbursing Officer, NITI Aayog, payable at New Delhi
- v. In case of sector specific AICs, the support for capital equipment for the use by incubatees will be taken into account at the time of release of funds by AIM, NITI Aayog in the first tranche of the grant-in-aid. In case of sector agnostic AICs addressing multiple sectors it will considered after 5 incubatee companies are in place or after the AIC has completed at least one year of operation. A provision of annual maintenance of the equipment may be built in the annual recurring costs after the expiry of warranty period of the equipment.

vi. Administrative expenses for incorporating the SPV and operating it, such as board meeting, annual meeting charges, auditing charges, AIC registration charges, seed money for the bank

accounts, and other similar startup expenses are not allowed from the grant-in-aid.

vii. If the AIC is hosted within the campus/premises of an academic institute or in the buildings owned by the Promoter/Host Institution, then the rental value of the said premises shall not be considered as Promoter/Host Institution contribution and the same shall not be allowed as a part of the administrative costs.

viii. Seed-fund, if any, provided under this sanction, is intended to create a pool of funds to achieve two objectives: (a) enable the SPV to buy equity in incubatee companies to create a self-sustaining fund that would help them to sustain after the AIM grants reach an end; (b) make growth funding easily accessible to incubated companies. The Seed Support grant can only be disbursed after completion of one year of operations of the AIC subject to the condition that

AIC has adequate number of Startups which are ripe for seed fund support. Principles of seed funding support system are given at Annexure A to this document.

# ARTICLE 9: UTILIZATION OF THE GRANT -IN-AID

i. That the Grant in aid provided by NITI shall be utilized in the following manner:

21.517	of a selection another an Activity to other and of sector and field was	Utilization of Grant (Rs. lacs)
1.	Capital Expenditure	
	a. Land and Construction of Building	0
	b. Purchase of lab equipment related to the focus sector of the AIC	0
and the set	c. Setting up of facilities (Furnishing of Building and Equipment)	75
2.	Incubation Center Services to Startups (such as technology, IPR legal, accounting, training, marketing, finance, etc.) and other expenses (such as outreach programs, special lectures, networking events, startup exchange programs)	225
3.	Personnel Expenses	250
4.	Seed support Funding	0
e ne fie	Total	550.00

ii. The grant-in-aid towards the Personnel Expenses would be used only for engaging new team members of the SPV and not towards the salaries/fees/remuneration of the existing team strength of the Promoter / Host Institution (as on the date of receiving the sanction of grant-in-aid from NITI Aayog)

iii. The Grant in Aid funds shall not be utilized towards the funding international travel by the AIC team or the supported startups or any other person(s)

iv. Any funds that the Promoter / Host Institution has sought for outsourcing services such as training of the Incubation Centre team, training of entrepreneurs, design and implementation of the AIC, selection of incubatee companies, best practices, or any other services for which any payment are to be made to an external agency/third party (national or international), then the SPV needs to obtain prior written approval from AIM, NITI Aayog. The Promoter / Host Institution/SPV will be free to avail such services out of their own funding and the grant-in-aid from NITI Aayog should not be used for this purpose.

v. Utilization of Seed Funding Component

- a. The amount of the grant-in-aid towards providing seed funding support to start-ups can be utilised only after the AIC raises a matching amount through non-government sources (non-government sources exclude central, state and local governments).
- b. The SPV is expected to maintain a separate bank account for seed support grant fund including the funds raised through non-government sources. Any funds invested in an incubatee startup should have an equal proportion of the grant-in-aid and the matching funds raised through other sources.

# ARTICLE 10: MAINTENANCE AND SUBMISSION OF FINANCIAL STATEMENTS FOR AUDIT

- i. The SPV shall maintain separate books of accounts for the grant-in-aid funds received from NITI Aayog. The grant-in-aid funds shall be kept in an interest-bearing bank account and the interest earned should be reported to NITI Aayog. The same will be treated as a credit to the SPV and will be adjusted towards further installments of the grant-in-aid.
- ii. The SPV will be required to submit audited statement of accounts and the Utilization Certificates (UCs) of the grant at the end of each financial year as well as at the time of seeking further installments of the grant, if any. The SPV will also be required to submit a quarterly progress report to NITI Aayog. The proforma of the UC is attached as **Annexure B** to this document.
- iii. The CAG, at its discretion, shall have the right to access the books of account for the grant received from the Government.

#### ARTICLE 11: TERMINATION

NITI Aayog reserves the right to terminate the MOA at any stage, if it is convinced that the grant-in-aid is not being utilized properly or that appropriate progress is not being made. In such a situation, the SPV shall refund all unspent grant-in-aid amount to, NITI Aayog. NITI Aayog shall also withdraw the privilege of the SPV/AIC to mention "Supported by Atal Innovation Mission, NITI Aayog" in all its communication and branding material.

#### ARTICLE 12: DISPUTE SETTLEMENT

#### 12.1 Governing Law and Jurisdiction

This MOA shall be governed by and construed in accordance with the laws of Republic of India. All disputes and differences arising out of or in connection with this MOA shall be at the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in English and the seat of arbitration will be New Delhi.

#### 12.2 Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below:

If to (Name of the Promoter / Host Institution) Attention of Address Phone Email

If to (Name of SPV):

Attention of: Address: Phone: Email:

If to the NITI AAYOG:

Attention of: Mission Director, Atal Innovation Mission

Address: NITI AAYOG, Sansad Marg, 110001

Fax: +911123096607 Phone: +911123042337 Email: md-aim@gov.in

#### For and on behalf of

The Promoter / Host Institution By	The SPV By	The NITI Aayog By
Print Name	Print name	Print name
Title	Title	Title 2000000 low 1000000000000000000000000000000000000
Date	Date	Date
Place	Place	Place Place

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# Annexure A: Mandatory Guidelines for Managing the Seed Support part of the Grant-in-Aid

- The Seed Support grant for SPV/AICs can only be disbursed after completion of one year of operations.
- The grant-in-aid can be utilized for seed support for incubatee startups up to a maximum of Rs.
   One crore
- The Seed Support would be managed by the SPV/AIC team, and not delegated or assigned to any external agency. The SPV/AIC may invite external advisors/mentors/investors to advise it on the management of the fund.
- The Seed Support is given as a grant to the SPV/AIC, and the same will be disbursed only to the deserving incubatees as debt, equity, or a combination of both.
- The upper limit of seed support to an incubatee start-up through the AIC will be Rs.25 lakhs.
- The SPV/AIC is required to raise seed support through non-government sources (Non-government sources exclude central, state and local governments.) matching the grant-in-aid for seed support. Any investment made in an incubatee startup should have an equal proportion of the grant-in-aid and the matching funds raised through other sources. For example, if Company XYZee is incubated at the AIC, it can be given a maximum of Rs.25 lakhs as seed fund out of which a maximum of Rs.12.5 lakhs may be given out of the grant-in-aid funds while an equal or more amount is required to come from the matching seed support that is raised by the SPV/AIC from non-government sources.
- The SPV is required to maintain a separate bank account and books of accounts for seed support including the matching funds raised through non-government sources.
- The SPV/AIC and its investee/incubatee companies will indemnify, defend and hold harmless
  AIM, NITI Aayog from and against, and in respect to, any and all losses, expenses, costs,
  obligations, liabilities and damages, including interest, penalties and attorney's fees and expenses,
  that may accrue to AIM, NITI Aayog as a result of any negligent or willful acts or omissions of
  the SPV/AIC and/or its investee / incubatee companies.

#### Indicative Guidelines for Managing the Seed Support Funds from the Grant-in-Aid

#### Management of the Seed Support

- This seed support would be used by AIC-incubated enterprises only, and would not be used by the SPV for facility creation.
- It is expected that the Seed Support would be managed by the SPV/AIC staff members, so as to build incubation and investment capacity within the team.
- The Seed Support is given as a grant to the SPV, and the AIC will disburse it to the deserving incubatees as debt, convertible debt, equity, or a combination thereof. It is expected that the SPV/AIC would manage the Seed Support component of the grant so as to make it a sustainable, revolving pool, run according to sound investment principles. The SPV/AIC should manage investments so as to gain profitable exits that help to keep the seed support pool of resources sustainable.
- The Seed Support would be disbursed to incubatees (physical or virtual incubatees within the AIC), which are registered units only on the recommendation of the Seed Support Investment Committee constituted by the SPV/AIC.
- The SPV/AIC should examine all cases of seed support and summarized in an investment memo
  before putting the matter up to the Seed Support Investment Committee for selection. After the
  seed support is recommended to an incubatee, the terms of agreement with the incubatee start up

should be framed keeping in mind sound business and investment principles, including by linking progress with specific milestones, monitoring norms, and reasonable repayment and recovery provisions.

• The seed support would be disbursed to the deserving incubatees with proper due diligence by the SPV/AIC. It is necessary to ensure that there exist a proper, legally-vetted agreement between the incubatee and the SPV/AIC. This agreement should detail all the conditions and contingencies relating to the performance of the company. Terms regarding default in repayment must be defined clearly in the agreement.

 The seed support would generally cater to early stage financing for commercialization of core sector innovations and technologies. (Core sector here is defined as infrastructure and service delivery sectors, such as agriculture, housing, health, energy, water and sanitation, hygiene and

waste management, education, health, or environmental protection).

The seed support grant should be utilized fully by the SPV/AIC within a period of three years
from the date of receipt of the first installment of funds under the grant-in-aid for seed support.
In case the SPV/AIC is not able fully utilize the seed support part of the grant within a period of
three years, the AIC is required to intimate AIM, NITI Aayog and request for permission to
extend the duration of the funds.

# Eligibility Conditions for Incubatee Start Ups for seed support

- Incubatee should be a registered company with minimum of three months affiliation with the AIC
- The investee company has to be an India-registered enterprise. This support is not meant for Indian Subsidiaries of MNCs/foreign companies. Persons holding Overseas Citizens of India (OCI), Persons of Indian Origin (PIO) status would be considered as Indian citizens for the purpose of this scheme. The shareholding of Indian Promoter / Host Institutions in the incubate start up should be at least 51%.

It is expected that SPV/AIC would make special efforts to discover and support enterprises that deploy technologies or business models to help solve India's infrastructure, public service

delivery, or socio-economic challenges.

- Incubatee startups requiring seed support predominantly for capital equipment should not be encouraged. The start—ups would be supported primarily on the following grounds for the seed support
  - Prototyping and Product development
  - Testing and Trials
  - Test Marketing
  - Mentoring
  - Professional Consultancy (To attract professors/experts from institutions to work with start-ups.)
  - IPR issues
  - Manpower for day to day operations
  - Any other area as deemed necessary and recommended by the Seed Support Investment Committee of AIC

#### Quantum of Seed Support

- It is expected that the seed support of up to a maximum of Rs.1.00 crore, with a matching amount raised through non-government sources would be judiciously disbursed amongst the deserving incubatee start-ups.
- No startup will receive the seed support more than once.
- The upper limit of seed support to a start-up is Rs.25 lakhs. However, if the Seed Support Investment Committee with the best of its ability, wisdom and judgment recommends a higher

amount of seed support for a very deserving applicant enterprise, the SPV/AIC should take prior approval from AIM, NITI Aayog for deviating from the limit of seed support and also present strong rationale behind such deviation. Any such exception or waiver would be provided at the sole discretion of the AIM, NITI Aayog. Any prior or standing exception would not constitute a precedent, and every case for request of waiver will be considered on its own merits.

# Mechanism of Selection, Disbursement, Governance and Fund Management of the Seed Support

- The SPV/AIC would constitute a committee called the Seed Support Investment Committee (SSIC) whose members would be experts who can evaluate the prospective incubatees under physical or virtual incubation requiring seed support. The SPV/AIC CEO would constitute the SSIC, in consultation with the AIM, NITI Aayog to incorporate AIC staff and external experts in the relevant fields. AIM reserves the right to nominate a member to the SSIC.
- Any non-government investor who contributes towards the matching seed fund may be encouraged to be a part of the SSIC.
- The SPV/AIC CEO would be responsible for its proper disbursement and management of the seed support.
- The SPV would take measures to enhance the capabilities and skill set of the AIC team to manage the seed fund. The investments would be done keeping sound business principles in mind.
- The SPV would compile the investment decisions made by its SSIC annually and share an analytical report with the AIM, NITI Aayog at the end of each fiscal year, along with the UC.
- The CEO of the SPV/AIC will keep AIM, NITI Aayog duly informed about the meetings and the investment decisions of the Investment Committee along with the rationale for taking such decisions.
- The SPV/AIC would have milestone based disbursement schedules of the Seed Support to the
  incubatees as defined in the agreement and the release of funds should be in 2-3 tranches. In case
  the incubatee company is unable to achieve the prescribed milestones, the future releases may be
  stopped and any unspent balances may be recovered from the incubatee company.

### Repayment of Seed Support

- To the extent possible, the equity model for seed support should be encouraged. The SPV/AIC team should be well conversed with the equity model and adequate efforts should be made to train the team on the equity model. However, if the seed support is sanctioned through convertible a convertible debt instrument or a soft loan, then efforts should be focused towards getting the repayment of the entire seed support money by the incubatee company within 5 years.
- In exceptional cases, the Seed Support Investment Committee would be empowered to relax schedules of repayment on a case-to-case basis for convincing and justifiable reasons, and these relaxations should be reported to the AIM, NITI Aayog.
- In case of imminent or declared default by an investee company of the Seed Support, the SPV/AIC CEO will make his/her best efforts to recover the investment, as per the prevailing business practices. The recovered assets shall be added to the seed support pool.
- The cases of default must be reported to the Seed Support Investment Committee. Such default
  cases must also be reported to AIM, NITI Aayog while submitting the Annual Report on seed
  support.

### Accounting and Utilization of Seed Support Grant from AIM, NITI Aayog

- A separate bank account has to be opened for the seed support. The total seed support from AIM, NITI Aayog will be released in upto two installments based on predefined milestones achieved. SPV/AIC would be required to submit a detailed report on the status of utilization of grants along with the Utilization Certificate and Statement of Audited accounts for each F.Y. The SPV/AIC should report the seed support sanctioned and disbursed against each incubatee start up in the statement of audited accounts for the period (April 1 to March 31 of each F.Y) under report.
- Book of accounts for the disbursement of grant and for the seed support repayments may be kept separately. Interest on the unutilized seed support grant received from AIM, NITI Aayog must be reported in the Utilization Certificate (UC). The amount collected against repayments may be utilized as seed support for next round of incubatees and not for any other activity of the SPV/AIC, except for the condition described in the para on Management Fees.
- Interest earned by the SPV/AIC on the seed support funds should be mentioned separately in the UC, which would be adjusted against the subsequent releases to be made out of the total sanctioned grant of seed support.

#### Management Fees for the Seed Support

AIM, NITI Aayog proposes to motivate and encourage SPV/AIC who show growth of the seed support fund through the inflow from the loan repayment/ royalty /realization of equity stake for funding future proposals. It is therefore proposed to give an incentive of 15% on the surplus generated at the end of each year, which could be retained by SPV/AIC for its incubation-related activities.

#### Settlement of the Seed Fund in case of Closure or Discontinuation of SPV/AIC

In case of closure /discontinuation of the AIC, the total unutilized seed support amount available with the SPV/AIC at the time of closure has to be refunded to AIM, NITI Aayog along with the total repayments received from the seed supported incubatees before closure of the SPV/AIC. Efforts will be made to recover the investments made by the SPV/AIC through the Seed support component before the dissolution of the SPV/AIC. The SPV/AIC CEO will make good faith efforts to hand over the portfolio to another Atal Incubation Centre (AIC), or to any other government agency, in consultation with AIM, NITI Aayog, before leaving the job.

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# Annexure B: Utilisation Certificate

(Applicable so non governmente AICs)

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Note: Please attach a copy of the audited statement of accounts along with Utilization Certificate)

## Annexure V: Bond Form

(Applicable to non-government AICs)

(The grantee shall execute a Bond in favor of NITI Aayog on non-judicial stamp paper of Rs.20 for receiving the grant-in-aid)

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			vation Mission,								
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and binding on the Obligators.

Obligators or any of the terms and conditions mentioned in the letter of sanction, shall be final

b. The Obligators shall, in the event of breach or violation of the terms and conditions

thereof as may be determined by the competent authority and mentioned in the Demand Notice issued by the Government along with the interest thereon at the rate of 11.50% compounded annually (which would be adjusted as per the Government of India notification issued from time to time) from the date of receipt of the said amount by the Obligators up to the date of refund thereof to the Government.

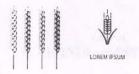
- c. The obligators and surety confirm that they have understood the scheme of grant of sanction and they have executed this bond voluntarily and out of their free will.
- d. The Government of India has agreed to bear the stamp duty, if any, chargeable on these presents.

Signed for and on behalf of the Obligators (Name of the SPV)
(With date and Stamp/Seal)

Signed for and on behalf of the Obligators (Name of the Promoter/Host Institution)
(With date and Stamp/Seal)

Signature of the Surety	
In the presence of:	
1	
(Name & Address of witness)	(Signature)
Aadhar Card No/PAN No	
2	
(Name & Address of witness)	(Signature)
Aadhar Card No/PAN No	

Accepted for and on behalf of the President of India





# **MEMORANDUM OF UNDERSTANDING**

# Between

# ICAR-INDIAN INSTITUTE OF WHEAT AND BARLEY RESEARCH, KARNAL

And

BANASTHALI UNIVERSITY
P.O.BANASTHALI VIDYAPITH
(RAJASTHAN)

on

(30/03/2017)

#### Memorandum of Understanding

#### ICAR-INDIAN INSTITUTE OF WHEAT AND BARLEY RESEARCH, KARNAL

and

#### BANASTHALI UNIVERSITY, BANASTHALI (RAJASTHAN)

#### For facilitating

Students' Training / Postgraduate Research / Ph.D.

ICAR-Indian Institute of Wheat and Barley Research, Karnal under the aegis of the Indian Council of Agricultural Research, is apex body in the realm of wheat research, development and training which is more particularly concerned with quality and production. The Directorate was started in 1978 and shifted to Karnal in 1990 and in the last 3 decades, it has earned national and international recognition for its outstanding contribution in the area of research on various aspects including quality of wheat for end product making and barley for industrial application in malting/brewing. All interdisciplinary research work on Agronomy, Breeding, Biotechnology, Seed Health, Soil and water utilization, grain Quality aspects of wheat, Bioinformatics, Computer applications etc., on wheat and barley are being undertaken as per mandate of the institute with the competent faculty. Trainings are also imparted on these aspects at national level.

At present the centre has a scientific staff /positions with specializations in Agronomy, Soil sciences, Plant Breeding, Entomology, Plant Pathology, Wheat Physiology, Statistics, Biochemistry, Biotechnology and Seed Production etc. These scientists are well trained in their field in India and abroad. There are several prestigious international collaborative projects ongoing at the ICAR-IIWBR. The centre has well-equipped laboratories having most modern scientific instruments/facilities. The institute has excellent physical and technical facility for doing research on wheat and barley production. It is, therefore, proposed to extend collaborative efforts with Banasthali University, which is having adequate facilities in post graduate teaching and research.

The Banasthali University, an Institution deemed to be University, notified by the Government of India vide its notification No. F.9.6/81-U.3 dated 25<sup>th</sup> October, 1983 under section 3 of the UGC Act,1956 and having an address at Banasthali Vidyapith, P.O. Banasthali Vidyapith- 304022, Rajasthan, INDIA (hereafter referred to BU) of the other part (who for the purpose of this MOU are hereafter collectively referred to as the parties)

Registrar Banasthali Vidyapith (Rajasthan) Understanding the scope of participation in this program, the Banasthali University hereafter refer to as the collaborating University and the ICAR-Indian Institute of Wheat and Barley Research (IIWBR), Karnal hereafter refer to as ICAR-IIWBR of the Indian Council of Agricultural Research, sign the memorandum of understanding (MOU) for jointly undertaking the post-graduate education program, in the field of wheat and barley quality and production with the following terms and conditions and agree to carry out there respective responsibilities as detailed in the MOU.

#### Terms and conditions:

- 1. The following terms and conditions will be applicable to both the collaborating University and ICAR-IIWBR, as specified in the sub clauses below:-
  - 1.1 The yearly programme of admission, number of seats in each subject, PG teaching, student's accommodation in the hostels, area of research etc. will be the responsibility of the Banasthali University.
  - 1.2 The degree will be awarded by Banasthali University.
  - 1.3 If the major advisor of the PG student feels that Faculty or facilities of the ICAR-IIWBR maybe helpful in the student's research, the collaboration of ICAR-IIWBR may be sought.
  - 1.4 Any scientist of ICAR-IIWBR fulfilling the qualifications/requirements of PG teachers of Banasthali University, on the recommendation of the Director, ICAR-IIWBR may be appointed as major/co-major advisor in the advisory committee of the student as per mutual agreement with the HOD of the concerned department of the University depending upon the topic of research for thesis and time sharing. This will then be recommend to the advisory committee / Dean, Post Graduate School through HOD of concerned department. ICAR-IIWBR will permit the concerned scientist to act as major / co-major advisor (Co-Guide) of the student.

Registrar Banasthali Vidyapith (Rajasthan)

- 1.5 The nature of the research undertaken by the student(s) will be preferably related to the wheat and barley interdisciplinary research work on Agronomy, Breeding, Biotechnology, Seed Health, Soil and water utilization, Quality aspects of wheat, Bioinformatics, Computer applications etc. and will be agreed to by the student's advisory committee and Head of the concerned Department.
- 1.6 The Students of the Banasthali University will be allowed to utilize the scientific material and physical facilities of ICAR-IIWBR with proper approval of the concerned authorities.
- 1.7 Fee charges for Dissertation work would be Rs.30,000/- (+VAT) per semester. The demand draft shall be in favour of "ICAR Unit IIWBR, Karnal payable at Karnal.)
- 1.8 The ICAR-IIWBR would also provide facilities required for research by any other Faculty Member/student of above mentioned disciplines (Clause 1.4) on reciprocal basis provided it does not hinder the natural functioning of the Institute/University.
- 1.9 The help rendered by ICAR-IIWBR will be properly acknowledged in the thesis and any research paper/other publication/award/ emerging out of the research work carried out by the students in collaboration with ICAR-IIWBR will be jointly shared. The student will be expected to protect the Intellectual Property Rights generated or likely to be generated during his/her research work. The IPRs shall rest with the institution where the major part of the research work is carried out by the student. In the event of equal amount of work being carried out at both ICAR-IIWBR and the university, patents/protections/knowledge generated will be shared in proportion as per the 'ICAR Guidelines for Intellectual Property arrangement and Technology Transfer/Commercialization' as amended from time to time.
- 2.0 The ICAR-IIWBR/Collaborating University will abide by the rules and regulations of the respective organizations.

Registrar Banasthali Vidyapith (Rajasthan) Executed this 30<sup>th</sup> day of March, 2017 for a period of 5 years, and further extendable with the consent of both the parties.

In Witness Whereof, the authorized representatives of both parties have hereunto affix their signature below:

For the

ICAR-Indian Institute of Wicat and Barley Research

डॉ. जी.पी सिंह Dr. G.P. Singh

निदेशक/Director

भा **मुश्रुमुस्ट भारतीय ग्रेंह** उस्त्रे त्यों अनुसंघान संस्थान ICAR-Indian Institute of Wheat & Barley Research करनाल-132001(भारत)/KARNAL-132001 (India)

Ravish Chapath

Coordinating Scientist

25.5.17

ICAR-Indian Institute of Wheat and Barley Research Karnal. Haryana-132 001

डॉ॰ रवीश चतरथ /Dr. Ravish Chatrath प्रधान वैज्ञानिक पादप प्रजनन Principal Scientist (Plant Breeding) भा॰क्॰अनु॰प॰-भारतीय गेहूँ एवं जी अनुसन्धान संस्थान ICAR-Indian Institute of Wheat & Barley Research अग्रमंन मार्ग, करनाल-132001, हरियाणा, भारत Agrasain Marg, Karnal-132001, Haryana, India Banasthali University

Registrar Registrar Banasthali Vidyapith (Rajasthan)

Dean Banasthali University

Dean, Faculty of Management States WISDOM, Banasthali University

### Memorandum of Understanding

## TRANS INDIA LAW ASSOCIATES

AND

# BANASTHALI VIDYAPITH, BANASTHALI (RAJASTHAN)

For facilitating

Promotion of Legal Education & Research among Women

#### Memorandum of Understanding

#### TRANS INDIA LAW ASSOCIATES

and

#### BANASTHALI VIDYAPITH, BANASTHALI (RAJASTHAN)

#### For facilitating

#### Promotion of Legal Education & Research among Women

TRANS INDIA LAW ASSOCIATES (TILA) is a multi-discipline law firm providing a range of legal services, both inbound and global. The firm has 1796 Associate Advocates covering all the district of India & Global Partners across the world in order to ensure fully integrated legal services in various jurisdictions.

The Partners and members of the firm are professional having decades of experience. They are in tune with the work culture of International law firms as well as with the expectations of Start Ups and corporate clients; and bring in the highest level of professional service keeping up to the firm's mission — "Salute to work!"

TILA is World's Largest Consultancy firm in Energy Sector and Legal Advisor to International Solar Alliance, Centre of Excellence for Legal advise has been established for Solar, Wind, Hydro & Renewable Energy for encouraging investments in India. The firm has started in early 1984, and providing service to the people for the past 33 years.

The BANASTHALI VIDYAPITH, an Institution Deemed to be University, notified by the Government of India vide its notification No. F.9.6/81-U.3 dated 25<sup>th</sup> October, 1983 under section 3 of the UGC Act,1956 and having an address at Banasthali Vidyapith, P.O. Banasthali Vidyapith-304022, Rajasthan, INDIA (hereafter referred to BV) of the other part (who for the purpose of this MOU are hereafter collectively referred to as the parties)

Understanding the scope of participation in this program, the BV hereafter refer to as the collaborating. Institution and the TILA sign the memorandum of understanding (MOU) for jointly undertaking the Students' job opportunities / Internship / other relevant programs for promotion of legal education among women as detailed in the MOU.

Banaethali Vidyanith

Offg. Secretary Banasthali Vidyapith

- BV and TILA, would jointly work for promoting women's education in law, and TILA would extend the possible support as specified in the sub clauses below:-
  - 1.1 To assist in providing Job opportunities for the final year Law students of BV
  - 1.2 To provide internships in TILA, and Dr. GOPAL ENERGY FOUNDATION every year
  - 1.3 To help Law students of BV to visit Supreme Court & High Court, to get the experience of the court proceedings
  - 1.4 To guide Law Students of BV for the job opportunities in Government and Private sector organizations
  - 1.5 To help Pass out Law students of BV for getting the enrollment / guidance for taking --up the open Law examination, so that students can enroll themselves in the Bar Council membership
  - 1.6 To recommend / suggest the pass-out students for the good job opportunities in known circle & network of TILA.
  - 1.7 Advising suitable Senior Lawyers to guide the students of BV in both career in the Law and subject knowledge.
  - 1.8 Allowing the Law students of BV to participate in the TILA International Energy Conference every year to enhance subject knowledge
  - 1.9 Jointly working on research articles and facilitating doctorial research work
  - 1.10. To advise in organizing the TILA International Energy Moot Court competition @ Banasthali Vidyapith with special emphasis on energy laws at BV regularly with the expertise of TILA
  - BV would invite executives from TILA to visit the campus for discussing for promoting women's education in law and cover the travel, stay in the campus etc. as per norms of the BV.

#### 3. RESOLUTION OF DISPUTES

In case of any dispute or difference whatsoever arises between BV and TiLA in relation to or connection with this AGREEMENT both the parties would try to resolve the dispute / difference amicably between themselves keeping in view the interest of both and mission of supporting women's education in India

s India Lyw Associates

8 Legal onsultants SRALL Banasthali Vidyapita

Offg. Secretary Banasthali Vidyapith

- Both the parties reserve the right to cancel the MOU at a notice period of 1 month without assigning any reason.
- 5. Both the parties would not put part ! full of the contents of the MOU and the Logo in media without written consent of each other.

Executed this 23rd of December, 2017 for a period of 3 years, and further extendable with the consent of both the parties.

In Witness Whereof, the authorized representatives of both parties have hereunto affix their signature below:

For the

TRANS INDIA LAW ASSOCIATES

Offg. Secretary Banasthali Vidyapith

Witness 1 (Name, office address & signature) Witness 1 (Name, office address & signature)

Ramelh Kumar Tiwary JA-120, DLF Tower A, Jasala Dilterict Center, New Delly -110025

Witness 2 (Name, office address & signature) Witness 2 (Name, office address & signature)

Chham Bahal JA-120 OLF Town A Sasola District Center New Delhi - 110025.

S. GI-PALAICRICHADAN 304, Romanyam Nilus Barestadi Vid yapita Pin 30402271 Pin 30402271



#### MEMORANDUM OF UNDERSTANDING BETWEEN



#### **BANASTHALI UNIVERSITY**

·(P.O. Banasthali University 304 022, Rajasthan, India)

#### AND

#### HANYANG UNIVERSITY ERICA Campus

(55 Hanyangdaehak-ro, Sangnok-gu, Ansan, Gyeonggi-do, 15588, Republic of Korea)

Banasthali University (India) and Hanyang University ERICA Campus, Republic of Korea desiring to establish collaborative relations between the two institutions to promote friendship and to co-operate in a mutually beneficial association, have agreed to promote interest in the teaching and learning activity.

- I. The purpose of cooperation between Hanyang University ERICA Campus and Banasthali University are as follows:
  - To promote interest in the teaching and learning activities of the respective institutions;
  - To deepen the understanding of the economic, cultural, and social issues that make up the environment of the respective institutions; and
  - To establish an arrangement to enable students of both institutions to have credit earned at the host institution apply to their degree programs at the home institution.
- II. To achieve these goals, Hanyang University ERICA Campus and Banasthali University will do the following insofar as the means of each allow:
  - To carry out joint research projects;
  - Promote institutional exchanges by inviting faculty and staff of the partner institution to participate in a variety of teaching or research activities and professional development;
  - Receive students of the partner institution for periods of study and/or internship;
  - Organize symposia, conferences, short courses and meetings on educational issues;
  - Carryout joint continuing education programs and
  - Exchange information pertaining to developments in teaching, learning and student development at each institution.
- III. The parties here to will appoint representatives to carry out the planning of academic, cultural, linguistic, and other programs for the visiting students.
- IV. Credit earned by the student at the host institution will be accepted by the home institution with prior approval of the appropriate designated academic officer of the home institution. Banasthali University being a fully residential institution does not have any off-campus housing options and all exchange students are accommodated in on-campus housing available. Please note that Banasthali University does not charge any tuition fee. We understand that living, statutory expense and others shall be borne separately. Currently, the living expenses are 2500\* Euros per semester. And a small fee towards enrollment, health insurance and student activity is charged, in addition to immigration facility charges as per actuals. Similarly, Hanyang University ERICA Campus will provide exchange students with all possible assistance in looking for accommodation, and accommodation fee will be borne by the individual students.

- V. Exchange students will be subjected to the rules and regulations of the host institution. They will be entitled for major academic resources and support services generally available to full-time students at the host institution.
- VI. Each institution will issue appropriate documents for visa purposes in accordance with the current law, although is it ultimately the responsibility of the individual student to obtain a proper visa in a timely manner.
- VII. The travel cost from home institution to host institution and back and within the respective countries will be the responsibility of the individual visitor.
- VIII. Exchange students are required to arrange their own insurance against illnesses and accidents covering the period of their stay in the country of the host institution.
- IX. The present MEMORANDUM OF UNDERSTANDING shall be reviewed upon written request by either party at any time. Modifications are executed and approved through the exchange of letters, which then become addenda to this memorandum.
- X. Pending approval by regulatory authorities, this agreement shall commence on the day that it is signed on behalf of Hanyang University ERICA Campus and Banasthali University and shall remain in effect for a period of five (5) years, during which it may terminated by either institution at any time. Such termination by one institution shall be effected by giving the other institution at least (6) months' advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither Hanyang University ERICA Campus nor Banasthali University shall be liable to the other for any monetary or other losses that may result.
- XI. The signing parties of MOU realize that the above-mentioned areas of activity signal only the beginning of mutual cooperative efforts. As the relationship between the two institutions develops and strengthens, this agreement may be expanded to cover other areas of cooperation.

XII. The MOU empowers and obliges only the signing institutions not individual persons.

Signature:

Prof. Aditya Shastri Vice-Chancellor

Banasthali University

Date: 17 April, 2017

Signature:

Prof. Jai Sung Lee, Ph.D. Executive Vice president

Hanyang University ERICA Campus

Date:



#### MEMORANDUM OF INTERNATIONAL COOPERATION

Between Federal State Budgetary Educational Institution of Higher Education "Kalmyk State University named after B.B. Gorodovikov" (Russian Federation) and "Banasthali University" (India)



Elista - Banasthali

« 21 »Septenbry 2017

Federal State Budgetary Educational Institution of Higher Education "The B. B. Gorodovikov Kalmyk State University", Russian Federation (henceforth – KalmSU) in the person of Rector Salaev B.K. acting on the basis of the Charter and Banasthali University in the person of Vice- Chancellor Prof. Aditya Shastri acting on the basis of the Charter, hereinafter referred to as «Parties»,

- guided by the laws of Republic of India and Russian Federation;
- taking into account the desire of the Parties to further develop and deepen the cooperation in the field of higher education, postgraduate professional education and science;
- seeking to enhance the quality of training, develop and improve the organization of educational and methodological, as well as scientific processes in the universities by way of cooperation between the universities,

We agreed on the subject of cooperation in the field of education, research, cultural exchange, and entered into this Agreement on the following:

#### I. The Subject of the Agreement

- 1.1. The subject of the agreement is long-term cooperation of the Parties in the field of educational and scientific activities, as well as in the use of the best practices and implementation of scientific achievements in the educational process, establishment of academic, scientific and cultural relations, the development of scientific potential and providing high-quality training of specialists on the basis of the principles of equality, mutual benefit, mutual understanding, respect, and trust.
- 1.2. The purpose of this Agreement is to establish the mutually beneficial long-term international cooperation in the academic, scientific and cultural spheres between the Parties.
- 1.3. The contract involves the development and strengthening of the research and educational relationships between the Parties to the agreement.

#### II. The Main Directions of Cooperation

- 2.1. For the implementation of this Agreement, the Parties deem it necessary with a joint effort to carry out:
- exchange of scientific experience and scientific information on the issues of research and teaching and methodological work of the Parties;
  - exchange of experience on the implementation of joint educational programs;
- preparation of the series of the joint research papers, assistance in the publication of scientific papers in scientific and professional journals of the Parties;
  - exchange of undergraduate and graduate students to train them on the parity basis;
- exchange of scientists and teachers to give lectures and consultations, and for other educational and research purposes;
- mutual reviewing of research and teaching and methodological papers, which are carried out by the Parties;
- assistance in the development and preparation of the joint coursebooks, manuals, lectures, guidelines, scientific and practical commentaries, dictionaries, and the exchange of literature produced by the Parties;

• exchange of publications, the scientific, educational, and methodological literature, periodicals, information on the current events.

#### 2.2. The parties agreed to:

- set up the working groups to carry out scientific research, and engage in the joint research activities;
- to involve the scientific, practical, research organizations and other enterprises, institutions, organizations and individual scientists, specialists and experts for the implementation of the joint research programs and projects;
- not to transfer the materials obtained in the course of cooperation to other organizations, and individuals without mutual consent;
- to promote research and provide each other with the necessary practical and theoretical assistance on the matters under investigation;
  - inform each other about the changes in their legal addresses and other details over 10 days...

#### III. Validity of the Agreement

3.1. The present Agreement is made in two copies in the Russian and English languages, having equal legal force.

3.2. The present Agreement will come into force on the day of its signing and is valid for five (5) years with an option of automatic renewal for the next 5 years if none of the parties wishes to terminate this Agreement and fails to notify in writing the other Parties.

#### IV. Other Conditions

- 4.1. The parties have the right to make changes and additions to this Agreement, which shall enter into force after their approval by all parties in the protocol or agreement.
- 4.2. This Agreement does not provide for mutual payouts on both sides. Financing of joint projects and activities within the framework of the implementation of this Agreement shall be conducted on the basis of individually negotiated agreements and contracts between the parties in accordance with the current legislation of both countries.

#### V. Legal Addresses and Signatures of the Parties

FSBEI HE "The B. B. Gorodovikov

Kalmyk State University"

Address: 11 Pushkin Street, 358000 Elista, Republic of Kalmykia, Russian Federation,

Tel. 8 (84 722) 41005, Fax: 8 (84 722) 23969

Rector

**Badma Salaev** 

Banasthali University P.O. Banasthali Vidyapith- 304022 Rajasthan, India

Tel: +91-1438-228787/228373,

Fax: +91-1483-228365

Vice- Chancellor

Aditya Shastri

255 Shimo-Okubo, Sakura-ku, Saitama City, Saitama 338-8570 Japan

May 19, 2017

Dear Ms. Tripti Sharma International Relations Office Banasthali University

Agreement between Banasthali University and Saitama University

We are pleased to send you the Agreement and the Memorandum between our two institutions signed by our President Dr. Hiroki Yamaguchi.

You are cordially requested to sign on the documents and kindly please return one copy to the following address. Your kind consideration and cooperation on this is highly appreciated.

Return address:
Office of International Affairs
Saitama University
255 Shimo-Okubo, Sakura-ku, Saitama City,
Saitama 338-8570, Japan

Should you have inquiries concerning this agreement, please do not hesitate to contact us at <a href="kokusai@gr.saitama-u.ac.jp">kokusai@gr.saitama-u.ac.jp</a>.

We look forward to mutually successful relationships with you.

Sincerely,

Kiyomi Tanabe Senior Manager

Office of International Affairs

Saitama University

Enclosure: Two copies of the Agreement and the Memorandum on Student Exchange





## Agreement on Academic Exchange between Banasthali University and Saitama University

Based on a mutual desire to promote cooperation and exchange in education and research, Banasthali University of India and Saitama University of Japan (hereinafter referred to as "the two universities") agree to conclude this Agreement on Academic Exchange (hereinafter referred to as "the Agreement").

- 1. The two universities will conduct the following activities in order to realize the purpose of the agreement.
  - (1) Exchange of faculty and other staff members,
  - (2) Exchange of students,
  - (3) Planning and implementation of cooperative research projects and educational programs,
  - (4) Exchange of academic materials, publications and information.
- 2. The activities in item 1 above shall be implemented through close contacts and consultations between the relevant institutions of the two universities.
- 3. The Agreement shall come into effect upon signature by both universities, and remain in effect for five years. The Agreement may be renewed or amended upon mutual agreement between the two universities. In addition, each university may seek to terminate the Agreement prior to the planned date of termination, provided six months advance notice is given to the other university.
- 4. The Agreement is to be drawn up in two identical copies in English with both parties retaining one copy each of the Agreement.

Aditya Shastri

Vice-Chancellor

Banasthali University

**INDIA** 

June 4, 2017

Aduly short

Date

Dr. Hiroki Yamaguchi

President

Saitama University

**JAPAN** 

May 17, 201

Date





# Memorandum on Student Exchange between Banasthali University and Saitama University

Banasthali University of India and Saitama University of Japan (hereinafter referred to as "the two universities") agree to conclude this Memorandum on Student Exchange (hereinafter referred to as "the Memorandum") for the purpose of promoting student exchange outlined in the Agreement on Academic Exchange (hereinafter referred to as "the Agreement") concluded between the two universities.

- 1. Both parties agree on exchange of students in accordance to the following conditions:
  - (1) The students participating in the exchange program (hereinafter referred to as "exchange students") shall have obtained admission to the host university based on its selection criteria.
  - (2) The number of exchange students per year shall not be more than 2 from each university. The number of student exchange is, however, a subject to be modified based on mutual demands and the balance.
  - (3) The period of exchange for each exchange student shall be within one year.
  - (4) The status of the exchange students shall be that of "exchange students" at Banasthali University and of "special audit students" or "special research students" at Saitama University.
  - (5) The host university shall not charge the exchange students for entrance examination fees, admission fees, and tuition fees.
  - (6) The host university shall extend every possible effort to help the exchange students in finding adequate housing facilities.
  - (7) All expenses including board and lodging, costs of living, medical costs and insurance fees shall be the responsibility of the exchange students.
  - (8) Travel expenses shall be the responsibility of the exchange students or the home university.
  - (9) The credits earned by the exchange students at the host university shall be accredited by the home university according to its predetermined procedures.
  - (10) The exchange students shall be subject to the rules and regulations for students at the host university.
  - (11) The exchange students shall possess sufficient language proficiency in order to attend lectures and conduct research at the host university.
  - (12) The exchange students shall remain a candidate for a graduation degree at the home university and shall not be a candidate for a degree at the host university.

- 2. The Memorandum shall come into effect upon signature by both universities, and remain in effect for five years. The Memorandum may be renewed or amended upon mutual agreement between the two universities. In addition, each university may seek to terminate the Memorandum prior to the planned date of termination, provided six months advance notice is given to the other university.
- 3. The Memorandum is to be drawn up in two identical copies in English with both parties retaining one copy each of the Memorandum.

Aditya Shastri

Vice-Chancellor

Banasthali University

**INDIA** 

June 4, 2017

My Short

Date

Dr. Hiroki Yamaguchi

Hrobs Gamaguel

President

Saitama University

**JAPAN** 

May 17, 2017

Date



## AGREEMENT OF CULTURAL AND SCIENTIFIC COOPERATION BETWEEN BANASTHALI UNIVERSITY (INDIA) AND

NOVOSIBIRSK STATE UNIVERSITY (RUSSIA)



## СОГЛАШЕНИЕ О КУЛЬТУРНОМ И НАУЧНОМ СОТРУДНИЧЕСТВЕ МЕЖДУ УНИВЕРСИТЕТОМ БАНАСТАЛИ (ИНДИЯ)

И НОВОСИБИРСКИМ ГОСУДАРСТВЕННЫМ УНИВЕРСИТЕТОМ (РОССИЯ)

### THE FOLLOWING TERMS OF AGREEMENT ARE STIPULATED BETWEEN

the **Banasthali University**, represented by the **Vice-Chancellor**, **Prof. Aditya Shastri** residing in Banasthali University P.O. Banasthali Vidyapith, Rajasthan – 304022, India,

AND

the Novosibirsk State University, represented by the Rector, Prof., Corresponding member of RAS, Mikhail P. Fedoruk, residing in 2 Pirogova Str., 630090, Novosibirsk, Russia,

hereinafter referred to as the Parties or Universities.

#### General Provisions

- Given that cultural and scientific exchange is indispensable to academic institutions to develop their educational and research activities;
- given that, for the above-stated purpose, it is necessary to promote and encourage direct cultural agreements between institutions of higher learning in different countries;
- having verified the mutual interest that
   Banasthali University and Novosibirsk State
   University share in establishing an appropriate form of exchange program in the fields of economics;
- in agreement with the laws of the two countries;

#### ДАННОЕ СОГЛАШЕНИЕ ЗАКЛЮЧАЕТСЯ МЕЖДУ

**Университетом Банастали**, расположенным по адресу Банастали Видьяпит, Раджастхан 304022, Индия, в лице вице-канцлера проф. Адитья Шастри,

И

федеральным государственным автономным образовательным учреждением высшего образования «Новосибирский национальный исследовательский государственный университет», расположенным по адресу 630090, ул. Пирогова, 2, г. Новосибирск, Россия, в лице ректора, проф., чл.-кор. РАН Михаила Петровича Федорука,

в дальнейшем именуемые Стороны или Университеты.

#### Общие положения

- Учитывая, что культурный и научный обмен необходим для развития образовательной и исследовательской деятельности вузов;
- учитывая, что для вышеуказанной цели необходимо содействовать заключению прямых соглашений о культурных связях между учреждениями высшего образования разных стран;
- подтверждая обоюдный интерес Университета Банастали и Новосибирского государственного университета к разработке подходящей формы программы обмена в области экономики;
- в соответствии с законодательством обеих стран;

the Parties have stipulated present Agreement on the following:

Art. 1 - Units and Fields of Study and Research

The two Universities intend to establish an exchange program in the field of economics.

The above-stated cooperation includes all academic programmes of Department of Economics of the Banasthali University Faculty of Social Sciences, approved by both Parties in the specific agreements.

The above-stated cooperation includes all academic programmes of Department of Economics of the Novosibirsk State University, approved by both parties in the specific agreements.

The two Universities have the right to pursue, when they both deem it appropriate, other areas of cooperation. In this case, the Parties will approve specific agreements to be attached to this Agreement.

### Art. 2 - Purpose of the Agreement and types of collaboration

The form of cooperation specified in art. 1, based on strictly-observed criteria of equality and mutual interests, includes the following activities:

- 1) Exchange visits of members of teaching and research staff of the units mentioned in art.1. Visits are intended to promote seminars, courses, conferences, lectures, to carry out joint research projects, to discuss experiences in fields of common interest, and so forth:
- 2) circulation of publications and information on the specific fields of study and research included in this Agreement and on any other subject of relevant interest;
- 3) exchange visits of post-graduate students for periods of study and research;
- 4) student exchange for the purpose of attending courses, participating in professional training and specialization

Стороны заключили настоящее Соглашение о нижеследующем:

Статья 1. Подразделения Университетов и области обучения и исследований

Вышеназванные Университеты договариваются о создании программы обмена в области экономики.

- со стороны Университета Банастали в области всех образовательных программ отделения экономики факультета социальных наук, утверждённых обеими Сторонами специальными соглашениями.
- со стороны Новосибирского государственного университета в области всех образовательных программ экономического факультета, утверждённых обеими Сторонами специальными соглашениями.

Если Университеты сочтут это целесообразным, они имеют право установить сотрудничество в других областях. В этом случае Стороны должны будут подготовить специальные договоры, дополняющие данное Соглашение.

### Статья 2. Цель Соглашения и формы сотрудничества

Форма сотрудничества, указанная в Статье 1, основана на четко определенных критериях равенства и обоюдных интересов и включает следующую деятельность:

- 1) Обмен преподавателями исследователями ИЗ подразделений, указанных Главе В 1, целью C способствования проведению семинаров и конференций, курсов и лекций, ведению совместных исследовательских проектов, обсуждению опыта в области общих интересов и т.п.;
- 2) Обмен публикациями и информацией, относящимися к областям обучения и исследований по данному Соглашению и по любым другим областям, относящимся к данной сфере интереса;
- 3) Срочные поездки по обмену для аспирантов с целью учебы и проведения исследований;
- 4) Обмен студентами с целью посещения курсов, участия в программах профессионального образования,

programs or other educational activities;

- 5) participation in summer schools on special terms, stipulated by both Universities in separate agreements;
- 6) Exchange visits of members of technical or administrative staff when considered a profitable experience.

Promoting units can specify in specific agreements the different forms to implement these exchanges (i.e. visitor's length of stay and obligations, application selection procedure, detailed explanation of the fields for which the Agreement is stipulated, etc.).

The universities subscribing this Agreement intend to encourage student mobility according to a criterion of reciprocity. According to the exchange programs, the host University will make available to host students their didactical facilities and tutorial services.

Upon the approval of the appropriate administrative bodies, exchange students will be given academic credits for the work done at the host University.

Universities participating in this exchange agree that no fee will be imposed, except those fees required by the local acts of the host University.

#### Art. 3 - Supporting Activities

The two Universities subscribing this Agreement will exchange all relevant information - by supplying catalogues and other materials - to promote greater and mutual knowledge on their institutional structure and organization.

In conformity with laws and regulations of their respective countries, the Parties will provide to visitors from the partner University all possible assistance and access to facilities to enable them to carry out the activities agreed upon.

- специализации и других видах образовательной деятельности;
- 5) Участие в летних школах на особых условиях, утвержденных обоими Университетами в отдельных соглашениях;
- 6) Обмен техническими и административными сотрудниками (в случаях, когда такие обмены будут способствовать получению полезного опыта для обеих Сторон).

Заинтересованные подразделения Университетов могут определить в отдельных соглашениях разные формы проведения обменов (продолжительность поездки обязательства участника обмена, процедура отбора, детальные разъяснения областей сотрудничества в соответствии с данным Соглашением).

Университеты, подписывая данное содействовать Соглашение, стремятся студенческой мобильности согласно принципу взаимности. В соответствии с программами обмена, принимающая сторона должна предоставлять принимаемым студентам образовательные ресурсы и консультативную помощь.

По согласованию с соответствующими административными подразделениями обучающиеся по обмену получат зачеты за работу в принимающем Университете.

Университеты, участвующие в данных программах обмена, не взимают с участников обмена никаких сборов, за исключением установленных принимающим Университетом.

#### Статья 3. Взаимоподдержка

Университеты, подписывающие данное Соглашение, обязуются обмениваться всей информацией, касающейся данного Соглашения (предоставляя каталоги и другие материалы) в целях способствования большему и взаимному знанию структуры и организации каждого из них.

В соответствии с законами и правилами стран договаривающихся Университетов, Стороны обязуются обеспечивать участникам программы из партнерского Университета всевозможную поддержку и доступ к различным ресурсам с целью предоставления им возможности осуществлять деятельность, предусмотренную Соглашением.

#### Art. 4- Insurance Procedure

Visitors sent by one University to the other must have both medical and accident insurance. Such insurance may be provided either by their home University, according to its own regulations, or may be obtained directly by the interested person, by stipulating a policy with an insurance agency covering the above-mentioned risks.

The host University is released from any duty to provide medical or accident insurance to its foreign guests. The host University, however, shall be liable for all damages unintentionally caused by the guest personnel to third parties in case of death, personal damages or damages to properties occurred while carrying out activities under the terms of this Agreement, hereby releasing the home University from any liability in this respect.

#### Art. 5 – Funding

The students pay their tuition fee only to the home University.

Each of the subscribing Parties commits itself, through its participating units, to search funds to carry out the activities foreseen by this Agreement.

As a general rule, the University sending its members to the partner University is responsible for covering their travel and room expenses.

The departments of Banasthali University and Novosibirsk State University, participating in the exchange, will be in charge of covering travel and room expenses to their members.

If University funds are not available for these purposes, student and staff mobility will be possible; in this case exchange visitors will be directly responsible to fully cover their own expenses for travel, room and board, without any charge for the two Universities.

#### Статья 4. Процедура страхования

Участники программы обязаны иметь медицинскую страховку страховку несчастных случаев. Данные страховки могут быть предоставлены направляющим Университетом, согласно его внутренним правилам, либо получены участником обмена самостоятельно путем обращения в страховое агентство, с включением вышеупомянутых рисков в страховой полис.

Принимающий Университет освобождается от ответственности любой ПО обеспечению зарубежных участников медицинским страхованием и страхованием от несчастных случаев. Принимающий Университет, однако, несет ответственность за всякий ущерб, непреднамеренно причиненный участниками программы третьим лицам и повлекший за собой смерть, физический или материальный ущерб в ходе реализации деятельности, предусмотренной данным Соглашением, освобождая, таким образом, направляющий Университет от любой ответственности в этом отношении.

#### Статья 5. Финансирование

Студенты оплачивают свое обучение только в направляющем Университете.

Каждая сторона обязуется находить средства для финансирования деятельности, предусмотренной данным Соглашением, через участвующие в программе подразделения.

По общему правилу, Университет, направляющий своих сотрудников или студентов в партнерский Университет, берет на себя оплату их расходов на проезд и проживание.

Подразделения Университета Банастали и Новосибирского государственного университета, участвующие в программе обмена, несут ответственность за покрытие расходов на проезд и проживание своих сотрудников и студентов.

Если средств Университета недостаточно для покрытия данных расходов, обмен студентами и преподавателями возможен, но в этом случае участники обмена сами ответственны за полное покрытие своих дорожных расходов, проживание и питание без привлечения средств любого из Университетов.

#### Art.6 - Coordinators The implementation of the activities foreseen by the Agreement will be promoted, initially, by the following Coordinators, appointed by each University: **Banasthali University** Tripti Sharma Co-coordinator International Relations Office **Novosibirsk State University**

#### Olga Yakovleva PhD in Philology Head of Marketing and Communications Department

Art.7 - Duration of the Agreement This Agreement is to be drawn up and signed in English and Russian. Should any disputes arise, the problem will be

entrusted to a board of arbiters made of one member selected by each Party and one chosen by common consent.

The present Agreement will become effective from the date the contract is signed and will be valid for one year; it will then be tacitly renewed from year to year, for 7 years from the signing of the Agreement, unless notice of termination of the Agreement is given by one of the two Parties at least six months before expiration.

The Vice Chancellor of Banasthali University

Prof. Aditya Shastri ice Chancellor Banasthali Vidyapith Date. 2 Schleub
Rector of Novosibirsk State University
Prof., corresponding member of RAS Mikhail P. Fedoruk
Date:
~ ~~~

#### Статья 6. Координаторы

Действий Реализация ПО данному будет Соглашению производиться нижеследующими координаторами, назначенными каждым из Университетов:

#### Университет Банастали

Трипти Шарма Вице-координатор Отдел международных связей

#### Новосибирский университет

государственный

Ольга Яковлева

Кандидат филологических наук

Глава отдела маркетинга и коммуникаций

Статья 7. Срок действия Соглашения Данное Соглашение должно быть составлено и подписано на русском и английском языках.

В случае возникновения разногласий, их разрешение будет доверено специальной комиссии, в которую войдут по одному представителю от каждой Стороны и один представитель, выбранный по обоюдному согласию.

Данное Соглашение вступает силу со дня его подписания, действует в течение одного года и пролонгируется автоматически каждый год в течение 7 лет с момента его подписания, если ни одна из Сторон не направила уведомление о расторжении Соглашения не менее чем за шесть месяцев до его истечения.

Вице-канцлер	Университета	Банастали

Проф. Адитья Шастри

Дата: ....

Ректор Новосибирского государственного университета

Проф., чл.-кор. РАН М. П. Федорук



## ДОГОВОР О МЕЖДУНАРОДНОМ СОТРУДНИЧЕСТВЕ между ФГБОУ ВО «Калмыцкий государственный университет им. Б.Б. Городовикова» (Российская Федерация) и Университетом «Банастхали» (Индия)



Элиста – Банастхали

«<u>21</u> "Septenbar, 2017 г.

ФГБОУ ВО «Калмыцкий государственный университет им. Б.Б.Городовикова» (далее КалмГУ) в лице ректора Салаева Бадмы Катиновича, действующего на основании Устава, и Университет «Банастхали», в лице проректора Адитья Шастри, действующие на основании Устава, именуемые в дальнейшем «Стороны»,

- руководствуясь Законами Индии и Российской Федерации;
- учитывая стремление Сторон к дальнейшему развитию и углублению сотрудничества в области высшего, послевузовского профессионального образования и науки;
- стремясь путем сотрудничества вузов способствовать повышению качества подготовки специалистов, развитию и совершенствованию организации учебно-методического, научного процессов в вузах

договорились о предмете сотрудничества в области образования, научных исследований, культурного обмена и заключили настоящий Договор о нижеследующем:

#### I. Предмет Договора

- 1.1. Предметом Договора является долгосрочное сотрудничество Сторон в сфере образовательной и научной деятельности, а также в сфере использования передового опыта и внедрения научных разработок в учебный процесс, установление академических, научных и культурных связей, развитие научного потенциала и обеспечение высокого качества профессиональной подготовки специалистов на основе принципов равенства, взаимной выгоды, взаимопонимания, уважения и доверия.
- 1.2. Целью настоящего Договора является установление между Сторонами взаимовыгодного долгосрочного международного сотрудничества в академической, научной и культурной сферах.
- 1.3. Договор предполагает развитие и укрепление научно-исследовательских и образовательных взаимоотношений между Сторонами договора.

#### II. Основные направления сотрудничества

- 2.1. Для реализации настоящего Договора Стороны считают необходимым общими усилиями осуществлять:
- обмен научным опытом и научной информацией по вопросам научноисследовательской и учебно-методической работы Сторон;
  - обмен опытом организации образовательного процесса;
- организацию совместных научных исследований, выполнение совместных научных, исследовательских программ и проектов;
- подготовку научно-исследовательских работ и внедрение их результатов в практическую деятельность;
- реализацию научных стажировок, повышение квалификации профессорскопреподавательского состава по направлениям, представляющим взаимный интерес;
- обмен студентами, магистрантами, аспирантами для их обучения на паритетных условиях;
  - подготовка научных работников высшей квалификации;
- обмен учеными и преподавателями для чтения лекций и проведения консультаций, иных образовательных и научных целей;
- подготовку совместных научных и методических публикаций, содействие в опубликовании научных работ в научных и профессиональных изданиях Сторон;

- взаимное рецензирование научно-исследовательских и учебно-методических работ, которые выполняются Сторонами;
- содействие в разработке, и подготовка совместных учебников, учебных пособий, лекций, методических рекомендаций, научно-практических комментариев, словарей и т.п. и обмен литературой, подготовленной Сторонами;
- обмен публикациями, научной, учебной и научно-методической литературой, периодическими изданиями, информацией о проводимых мероприятиях;
- проведение совместных и участие в научных, научно-практических семинарах, конференциях, симпозиумах, заседаниях проблемных круглых столов, совещаниях, а также других научно-практических и методических мероприятиях, которые будут проводиться Сторонами;
  - проведение совместных спортивных и культурных мероприятий;
- 2.2. Стороны договорились:
- создавать рабочие группы для проведения научных исследований, совместных научных мероприятий;
- привлекать научные, практические, научно-исследовательские организации, другие предприятия, учреждения, организации, а также отдельных ученых, специалистов и практиков для реализации общих научных программ и проектов;
- не передавать материалы, полученные в ходе сотрудничества, другим организациям, лицам без взаимного согласия;
- содействовать проведению научных исследований и предоставлять друг другу необходимую практическую и теоретическую помощь по исследуемым вопросам;
- немедленно сообщить друг другу об изменении своих юридических адресов и других реквизитов.

#### III. Срок действия договора

- 3.1. Настоящий Договор составлен в двух экземплярах на русском и английском языках, имеющих равную юридическую силу.
- 3.2. Настоящий Договор вступает в силу со дня его подписания и действует 5 (пять) лет с правом автоматической пролонгации на следующие 5 лет, если ни одна из Сторон не изъявила желания расторгнуть настоящий Договор и не известила письменно об этом другую Сторону.

#### IV. Прочие условия

- 4.1. Стороны имеют право вносить изменения и дополнения в настоящий Договор, которые вступают в силу после их одобрения всеми Сторонами соответствующим протоколом или соглашением.
- 4.2. Настоящий Договор не предусматривает взаимных расчетов сторон. Финансирование совместных проектов и мероприятий в рамках реализации настоящего Договора должно проводиться на основе отдельно заключаемых соглашений, договоров между Сторонами согласно действующему законодательству обеих стран.

#### V. Юридические адреса и подписи сторон

ФГБОУ ВО «Калмыцкий государственный университет им. Б.Б. Городовикова»

Адрес: Российская Федерация,

Республика Калмыкия

Эписта, ул. Пушкина 11 Тел.: 8 (84 722) 41005,

Факс: 8 (84 722) 23969

Ректор

Б.К. Салаев

Университет Банастхали

Адрес: Р. О. Банастхали,

Почтовой индекс: 304022

Раджастхан, Индия

Тел.: +91-1438-228787 +91-1438-28373,

Fax: +91-1483-228365

Проректор

Алитья Шастри

М.П.

W. 11.



#### UNIVERSITY OF SRI JAYEWARDENEPURA

#### **FACULTY OF GRADUATE STUDIES**

P.O. BOX - 06, NUGEGODA, SRI LANKA.

Tel: +94 11 5523642, Fax: +94 11 2802551, E-mail: deputyregistrar.fgs@gmail.com

14 June 2017

Dr. Tripti Sharma, International Relations Office Banasthali University P.O. Banasthali Vidyapith - 304022 India

Dear Dr. Sharma,

MOU between the Banasthali University, India and the Faculty of Graduate Studies, University of Sri Jayewardenepura, Sri Lanka.

After careful consideration of the conditions and areas for the collaboration by the two parties, I am pleased to send herewith two copies of the MOU which has been signed by the Vice-Chancellor/ University of Sri Jayewardenepura on behalf of the Faculty of Graduate Studies.

I would appreciate, if you could sign both copies, retain one copy with you and send the other copy to me at your convenience.

I hope to communication with you on implementation of the agreed areas of the MOU by both institutions, soon after receiving the signed MOU from you.

Thank you for your interest in collaboration with us and hope to have a fruitful relationship which benefits the development of the Banasthali University and the Faculty of Graduate Studies, University of Sri Jayewardenepura.

Yours sincerely,

Prof. Hemanthi Ranasinghe.

Dean, Faculty of Graduate Studies

Dean

Faculty of Graduate Studies
University of Sri Jayewardenepura
Gangodawila, Nugegoda
Sri Lanka

### MEMORANDUM OF UNDERSTANDING

Between



Faculty of Graduate Studies (FGS), University of Sri Jayewardenepura, Nugegoda,

> Sri Lanka and



Banasthali University, Rajasthan, India This is an agreement between "Party A", hereinafter called Faculty of Graduate Studies (FGS), University of Sri Jayewardenepura and "Party B", hereinafter called Banasthali University, Rajasthan, India.

#### 1. BACKGROUND

The Party "A", established in 1996 is a leading public higher education establishment in Sri Lanka dedicated to post graduate studies and research. The Faculty is committed to excellence in teaching, research and scholarship in diverse fields such as humanities, social sciences, life sciences, physical sciences, management studies, medical sciences and multidisciplinary studies which are of high relevance to the national and regional issues and the development agenda of the country. One of the key activities of Party "A" is to coordinate advanced research work undertaken by different faculties and departments that include applied sciences and multidisciplinary studies pertinent to environmental, social and economic/management domains. The FGS has a remarkable record in working in the field of Environmental Sciences, through its unique mechanism especially in academic, and research programmes, consultancies, short courses and field classes.

The Party "B", is a fully residential women's university which was founded on October 6, 1935 and offers an integrated system extending from the primary education to Ph.D. It is one of the five universities in India meant exclusively for women. The University has developed into a National Centre for Women's Education over last seventy five years period. The educational programme aims at an all-round development of the student's personality hence, it has evolved Five-fold Educational Programme comprising; (i) Physical, (ii) Practical, (iii) Aesthetic, (iv) Moral and (v) Intellectual. Accordingly, the institute provides ample opportunities for integrated development of the personality.

This Institute has made full use of the autonomy provided under the deemed university status and has innovatively restructured the courses offered which include subjects ranging from the traditional as well the emerging areas to the highest level of research (leading to the doctoral degree). Banasthali has been accredited by National Assessment and Accreditation Council (NAAC) with 'A' Grade (Five star Rating). Banasthali is a recipient of SANTBAL Award in the year 2000 for the services in the field of all round education of women.

#### 2. PURPOSE AND SCOPE

The Party "A" and the Party "B" desiring to establish collaborative relations between the two institutions to promote friendship and to co-operate in a mutually beneficial association, have agreed to promote interest in the teaching and learning activity. The purpose of cooperation between the Party "A" and the Party "B" are as follows:

- a) To promote interest in the teaching and learning activities of the respective institutions
- b) To deepen the understanding of the economic, cultural and social issues that make up the environment of the respective institutions; and
- c) To establish an arrangement to enable students of both institutions to have credit earned at the host institution apply to their degree programs at the parent institution.
- d) Facilitate student and staff exchanges
- e) Undertake collaborative research

#### 3. RESPONSIBILITIES UNDER THIS MOU

To achieve these goals the Party "A" and the Party "B" will do the following insofar as the means of each allow:

- a) To carry out joint research projects
- b) Promote institutional exchanges by inviting faculty and staff of the partner institution to participate in a variety of teaching or research activities and professional development;
- c) Receive students of the partner institution for periods of study and/or internship;
- d) Organize symposia, conferences, short courses and meetings on educational issues;
- e) Carryout joint continuing education programs and
- f) Exchange information pertaining to developments in teaching, learning and student development at each institution.
- g) The parties hereto shall appoint representatives to carry out the planning of academic, cultural, linguistic and other programs for the visiting students.
- h) Credit earned by the student at the host institution will be accepted by the parent institution with prior approval of the appropriate designated academic officer of the parent institution.

- Exchange students will be subjected to the rules and regulations of the host institution. They will be entitled for major academic resources and support services generally available to full-time students at the host institution.
- j) Each institution will issue appropriate documents for visa purposes in accordance with the current law, although is it ultimately the responsibility of the individual student to obtain a proper visa in a timely manner.
- k) The travel cost from parent institution to host institution and back and within the respective countries will be the responsibility of the individual visitor.
- Exchange students are required to arrange their own insurance against illnesses and accidents covering the period of their stay in the country of the host institution.

#### 4. EFFECTIVE PERIOD AND RENEWAL

- a) The present MEMORANDUM OF UNDERSTANDING shall be reviewed upon written request by either party at any time. Modifications are executed and approved through the exchange of letters, which then become addend to this memorandum.
- b) Pending approval by regulatory authorities, this agreement shall commence on the day that it is signed on behalf of the Party "A" and the Party "B" and shall remain in effect for a period of five (5) years, during which it may be terminated by either institution at any time. Such termination by one institution shall be effected by giving the other institution at least (6) months' advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither the Party "A" and the Party "B" shall be liable to the other for any monetary or other losses that may result.

#### 5. SIGNATORIES & VALIDATION

a) The signing parties of MOU realize that the above-mentioned areas of activity signal only the beginning of mutual cooperative efforts. As the relationship between the two institutions develops and strengthens, this agreement may be expanded to cover other areas of cooperation. b) The MOU empowers and obliges only the signing institutions not individual persons.

Signature:

Signature:

Professor Sampath Amaratunge

Date Vice-Chancellor University of Sri Jayewardenepura

Nugegoda, Sri Lanka.

Prof. Sampath Amaratunga

Vice-Chancellor,

University of Sri Jayewardenepura

Nugegoda,

SRI LANKA

Date:

Prof. Aditya Shastri

Vice-Chancellor

Banasthali University

P.O. Banasthali University-304022 (Raj.)

INDIA

#### Memorandum of Understanding

#### Between

T.C. Beykent University, Turkey

and



#### Banasthali University, India

T.C. Beykent University, Turkey (further referred to as Beykent University) and Banasthali University, India recognize the benefits to be gained by both institutions through a mutual agreement aimed at the promotion of international education exchange programmes for faculty and students (further referred to as IEFS) and hereby commit themselves to cooperation with the following agreement;

#### Purpose

Beykent University and Banasthali University agree to cooperate in the exchange students and faculty.

Students will take part in courses, research seminars, and practicum. Research fellows/faculty members will give courses, hold seminars, supervise and conduct/collaborate in research. This protocol will also allow both universities to collaborate in the common projects.

#### **Admission Requirements**

Beykent University and Banasthali University shall each be responsible for the selection of their students to participate in the exchange. Participating students seeking admission to the host university under terms of the prospective agreement shall meet the admission requirements of the host university.

#### **Recognition of Qualification of Courses**

Both institutions agree to grant full recognition to the study undertaken at the partner institution.

#### **Accommodation and Other Services**

Beykent University and Banasthali University will help students in finding rented accommodation or provide lodging for exchange students on-campus if available. The full cost of accommodation and other services are the sole responsibility of the exchange student and payable directly to those providing the service. The same applies to research fellows/faculty members.

All the services that are normally available to foreign students enrolled at the host university shall be provided to exchange students under this memorandum of understanding. These include adequate orientation, academic counseling, assistance with housing and access to recreational and academic facilities. The specific assignments and functions available for proposed research fellows/faculty exchanges will be negotiated on a case by case basis. In general research fellows/faculty members shall have access to the same facilities and services as their colleagues at the host institution. The host university's academic code of conduct applies to participants. University will provide reciprocal services within the IEFS programmes in regards to student and faculty exchange which includes providing access to materials and publications from Beykent University and Banasthali University libraries.

#### Regulations

Participants in the programme shall be subject to the regulations of the host institution in force at the time. Home institution may impose additional requirements on its students that are not in conflict with the host institution's regulations.

#### **Liaison and Administration**

Beykent University and Banasthali University shall each appoint a coordinator for this exchange program protocol and keep the other part informed as to the name and address of that person.

#### Advertising

Each institution is responsible for advertising the exchange program known to students on its campus.

#### **Travel and Immigration**

Travel arrangements and expenses will be the exclusive responsibility of each exchange students or research fellows/faculty.

Each exchange student is responsible for obtaining a Student Visa / Residence Permit required for study in the country of the host institution. The host institution shall provide students selected to study there with any university documents needed to obtain a student visa / residence permit for the full period of the exchange. Similarly, research fellows / faculty members have to obtain the necessary permits required by the immigration authorities in the country of the host institution.

#### **Financial Arrangement**

Students will pay tuition at their home institution for the period they are attending the host institution. Students participating in the program will be responsible for insurance costs, charges for the use of miscellaneous material (photocopies etc.)

The salary for research fellows/faculty members for the exchange period is paid by their home institution.

Both parties agree to seek financial support from national and international organizations for the cooperative activities to be undertaken as stated under the terms of the exchange protokol.

All incoming students and research fellows/faculty are required to carry adequate health insurance (if not, they are obliged to get health insurance in the host country) and to provide proof to the host institution that this insurance will cover the cost of health care for the full period of the exchange.

#### **Reciprocity of Student Exchange**

Deviations concerning the number of students and exchange period can be negotiated. The institutions agree to accept students on the nomination of the home institution without selection procedure.

The specific assignments and procedures required for proposed research fellows/faculty exchanges will be negotiated on a case by case basis.

#### **Duration of the Exchange Program Protocol**

This exchange protocol shall be effective for five (5) years from the date assigned and after having approved by the Turkish Higher Education Council and is to be automatically renewed on an annual basis thereafter, unless terminated or replaced with a new protocol.

The exchange protocol may be terminated by either party by written notice at least six (6) months in advance. Such notice of termination will not interfere cooperation programmes currently underway. Such programmes will be allowed to continue until their conclusion.

This protocol can be modified or extended at any time by mutual written consent and by the approval of Turkish Higher Education Council.

#### **Signatures**

The exchange protocol will produced in English (two copies). All two copies will be authentic. The following signatures are affixed as acknowledgement and notification of the terms of this exchange program protocol:

Beykent University

Banasthali University

E-mail: international@beykent.edu.tr

E-mail: cshalini@banasthali.in

triptish03@gmail.com

Address: Cumhuriyet Mah. 34500 Büyükçekmece İstanbul - Türkiye Address: P.O. Bansthali Vidyapith, Banasthali- 304022, Rajasthan, India

Name of Signatory : Prof.Dr. Mehmet Emin

KARAHAN, Rector

Name of Signatory: Prof. Aditya Shastri, Vice

Chancellor

Date

26.03.2017

Date

Date

Signatura

Signature

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### **UNIVERSITI PUTRA MALAYSIA**



#### AND

#### **BANASTHALI UNIVERSITY**

(Rajasthan, India)



# MEMORANDUM OF UNDERSTANDING BETWEEN UNIVERSITI PUTRA MALAYSIA AND BANASTHALI UNIVERSITY

ON 10th November, 2017

UNIVERSITI PUTRA MALAYSIA (hereinafter referred to as "UPM"), an institution of higher learning established under the Universities and University Colleges Act 1971 whose address is at 43400 UPM, SERDANG, SELANGOR DARUL EHSAN, MALAYSIA and shall include its lawful representatives and permitted assigns;

#### AND

THE BANASTHALI UNIVERSITY (hereinafter referred to as "BU"), a Banasthali University, an Institution deemed-to-be-University, notified by the Government of India vide its notification No. F.9-6/81-U.3 dated 25 October, 1983 under Section 3 of the UGC Act, 1956 whose address is at Banasthali Vidyapith P.O. Banasthali Vidyapith-304 022, Rajasthan, INDIA, and shall include its lawful representatives and permitted assigns;

(hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

#### WHEREAS

- A. UNIVERSITI PUTRA MALAYSIA is an established University which strives to enhance and strengthen its research and development and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking;
- B. BANASTHALI UNIVERSITY is an established University which is the world's largest fully residential women's university offering a distinct educational ideology and offering a variety of programmes from nursery to doctoral level across a wide spectrum of disciplines to prepare enlightened citizens with strong values; and

C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein,

#### HAVE REACHED AN UNDERSTANDING as follows:

## ARTICLE I OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop academic co-operation between the Parties on the basis of equality and mutual benefit.

## ARTICLE II AREAS OF CO-OPERATION

- 1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
  - a) implementation of Joint Research Projects;
  - b) Organization of Joint International conferences and workshops
  - c) staffs and students exchange; and
  - d) any other areas of co-operation to be mutually agreed upon by the Parties
- 2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of dispute" as contained in Annexure of this Memorandum of Understanding.

## ARTICLE III FINANCIAL ARRANGEMENTS

- 1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
- 2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

#### **ARTICLE IV**

#### **EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

## ARTICLE V NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.

## ARTICLE VI ENTRY INTO EFFECT AND DURATION

- 1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (5) years.
- 2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

## ARTICLE VII NOTICES

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of UNIVERSITI PUTRA MALAYSIA or the BANASTHALI UNIVERSITY, as the case may be, shown below or to such other address or electronic mail address or facsimile as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

#### To : UNIVERSITI PUTRA MALAYSIA (UPM)

Faculty Science

43400 UPM Serdang, Selangor

MALAYSIA

Attn.: Prof. Dr. Zainal Abidin Talib

Tel: +603-89466601

Fax: +603-89432508

E-mail: dean.science@upm.edu.my

#### To : BANASTHALI UNIVERSITY

Shalini Chandra

International Relations Office

P.O. Banasthali Vidyapith, Banasthali, Rajasthan, India

Attn.: Shalini Chandra

Tel: +91 01438-228787

Fax: +91 01438-228365

E-mail: chandrshalini@gmail.com

The foregoing record represents the understandings reached between UNIVERSITI PUTRA MALAYSIA and BANASTHALI UNIVERSITY upon the matters referred to therein.

Signed in duplicate at BANASTHALI on this 10..... day of Mo.V.... in the year 20.7. in two (2) original texts, two(2) each in the English language, all texts being equally authentic.

Signed by for and on behalf of the

**UNIVERSITI PUTRA MALAYSIA** 

PROF. DATIN PADUKA DR. AINI IDERIS

Vice Chancellor, UPM

In the presence of:

ROF. DR. ZAINAL ABIDIN TALIB

Dean, Faculty of Science

Signed by for and on behalf of the

**BANASTHALI UNIVERSITY** 

PROF. ADITYA SHASTRI

Vice Chancellor

In the presence of:

PROF. SHALINI CHANDRA

Name:

Title:

## ARTICLE ... PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
- 2. The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is prohibited without the prior written approval of either Party.
- 3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
  - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

## ARTICLE ... CONFIDENTIALITY

- Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- 2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning,

project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

## ARTICLE ... SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

## ARTICLE ... SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.





## MEMORANDUM OF UNDERSTANDING

### Between

## ICAR-INDIAN INSTITUTE OF MAIZE RESEARCH NEW DELHI

And
BANASTHALI UNIVERSITY
P.O.BANASTHALI VIDYAPITH
(RAJASTHAN)
on
(23/09/2016)

## Memorandum of Understanding

between

## ICAR-INDIAN INSTITUTE OF MAIZE RESEARCH, NEW DELHI

and

## BANASTHALI UNIVERSITY, BANASTHALI (RAJASTHAN)

For facilitating

Students'/ Training/ Postgraduate Research/ Ph.D.

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 23rd day of the month of September, the year 2016 by and between the ICAR-Indian Institute of Maize Research, Pusa Campus, New Delhi [hereinafter called "ICAR-IIMR"/ First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001

#### AND

The BANASTHALI UNIVERSITY, an Institution deemed to be University, notified by the Government of India vide its notification No.F.9-6/81-U.3 dated 25<sup>th</sup> October, 1983 under section 3 of the UGC Act,1956 and having an address at Banasthali Vidyapith, P.O. Banasthali Vidyapith-304022, Rajasthan, INDIA (hereafter referred to BU) of the other part (who for the purpose of this MOU are hereafter collectively referred to as the parties)

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued vide Letter No. 2-8/2012- HRD dated 25<sup>th</sup> April, 2014 or as revised from time to time. WHEREAS the 'First Party' is involved in the studies on basic and applied plant biology research with maize as model system (Specific mandated domain within the approved disciplines/divisions), AND WHEREAS the "Second Party", established vide No. F. 9-6/81-U.3, dated 25<sup>th</sup> October,1983 by Government of India, Ministry of Education & Culture (Department of Education) New Delhi and recognized by University Grants Commission at its Department of Biosciences and Biotechnology is involved in research in the field of Stress Plant Biology & Bioactive Metabolites. AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

(Signature of First Party)

हों। विनय महाजन / Dr. Vinay Mahajan Pickere / Director बार्क अनु य-चारतीय चरका जनुसंचान संस्थान CAR-Indian Institute of Maize Research क्षेत्रम् परिसर सुधियाना, पंजाब-141004 PA'' 1 प्रश्लेखात. Punjab-14:804 (Signature of Second Party)

Registrar Banasihali Vidyapith (Rajastran)

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#### Article 1. Scope

The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for UG/PG/Ph.D. etc. (Name of the degree 1.1 programme). The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.

Operational details of research effort and collaboration will be made in common research programmes and/ or projects restricted to specific mandated domain within the approved 1.2 disciplines/divisions. The objective (s) for research work for a student coming from a second

party outside NARS should be exclusively different as far as possible.

Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of 1.3 specific consumables will be borne by the respective organizations.

There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hosted shall be arranged, wherever possible, as per extant rates. The 1.4 duration of exchange visits will be determined by mutual consent between both the parties.

### Article 2. Management

- Director of the First party and the Vice-Chancellor / Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations 2.1 and ensure proper and effective implementation of this MOU.
- The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation 2.2 on the academic and research activities, which should be open to the students, faculty and scientists.

## Article 3. Exchange of Information

- The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project 3.1 descriptions entered into pursuant to this MOU.
- The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all 3.2 purposes.

## Article 4. General Provisions

It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the 4.1 Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of nondiscrimination.

(Signature of First Party)

: बॉड विनय महाणन / Dr. Vinay Mahajan Lighta / Director बार् अनु य-बारवीय मनका अनुसंधान संस्थान ICAR-Indian Institute of Maize Research क्रियू परितर तुविवाना पंचाव-141004 PAU Cerri: - Lodriana, Punjab-14@04

(Signature of Second Party)

Registrar Panasthali Vidyapith 21 (Palastrial)

- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- Any research publication arising will be jointly published in accordance with the provision laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at (ICAR Institutions as notified *vide* Letter No. 2-8/2012-HRD dated 25<sup>th</sup> April 2014 or revised guidelines, if any, as may be issued from time to time.
- 4.5 A copy of the thesis / dissertation will be submitted to the First Party after the award of the degree by the Second party.
- 4.6 All questions related to this MOU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.
- 4.7 All question not foreseen related to this MOU will be handled by the parties by mutual
- 4.8 Nothing in this MOU is intended to affect other cooperation or collaborations between the parties.

#### Article 5. Intellectual Property Rights

The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall bet the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

#### Article 6. Admission and Fees

- All those who wish to register as trainees or for Mater/Doctoral programme under this MOU must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out in Items 3.21A and 3.2.2 A of the Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions as notified vide Letter No. 2-8/2012- HRD dated 25<sup>th</sup> April 2014 or revised Guidelines, if any, as may be issued from time to time, for the students from within NARS and outside NARS, respectively.
- 6.2 Admission of the students and the award of degrees for different programmes will be the responsibility of the Second party as per the rules and regulations.
- 6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor / Head of the Institution of the Second party.
- 6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.

(Signature of First Party)

डॉ॰ बिनय महाजन / Dr. Vinay Mahajan गिरेशक / Director

बा.स्.सपु.स.-पारतीय चरका सनुसंघान संस्थान KAR-Indian Institute of Multer Research बार्स्य, परिनर, नुधियाचा, पंचान-141004-PAU रिजन : जिसेकास, Panjab-141804 (Signature of Second Party)
Registrar

anasthan Vilyapith

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- 6.5 The PME/HRD Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.
- 6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.
- 6.7 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.
- 6.8 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions vide Letter No. 2-8/2012-HRD date 25<sup>th</sup> April 2014 or revised Guidelines, if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with AU/DU within NARS. However a student registered with a Second party, outside NARS, will deposit fee of Rs. 10,000/- for training duration of 3 months (not leading to a degree / dissertation) and Rs. 30,000/- per semester (six month) for training, research, dissertation exceeding three months. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the First party.

## Article 7. Entry into effect, modification and termination

- 7.1 This MOU shall become effective on the date it is signed by the parties and shall be valid for five years. Both parties shall review the status of the MOU at the end five year period to determine any modification, whenever necessary. The period of validity of this MOU may be extended by mutual consent up to five years. This MOU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 7.2 All joint activities not completed at the expiration of termination of the MOU may be continued until their completion under the terms of this MOU.
- No amendment or modification of the MOU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MOU. The modifications / changes shall become part of the MOU and shall be effective from the date on which they are made / executed, unless otherwise agreed to.

(Signature of First Party)

विनय महाजन / Dr. Vinay Mahajan विदेशक / Director बा.कृ.सन् य-नारतीय मक्का अनुसंघान संस्थान ICAR-Indian Institute of Maize Research बार्यू, बरिसर, लुधियानं, चंजाय-141004 PAU Cerre: (urhianz, Punjab-141004 (Signature of Second Party)
Registrar
Banasthali dyapith

(Rajastica)

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MOU and represent that they approve, accept and agree to terms contained herein.

(Name and Address of the First Party)  (Director of the institute)	(Name and Address of the Second Party )  (Vice -Chancellor / Registrar )
Name: Dr. Vinay Mahajan	Name: Prof. D. Kishore  Designation: Registrar
Designation: Director	Designation: Kequitar
Tel No: 011-25841805	Tel. No.
Signature with date	Signature with date 2,3.09.16
Office Seal निरंशक / Dr. V.nay Mahajan निरंशक / Director आ.कृ.शनु स-मारतीय मनका अनुसंघान संस्थान स्ट्रान्स्थाना विश्व (AR-Indian Institute of Maize Research स्ट्रान्स्थान, वरिसर, तुधियाना, वंजान-141004-PAU Carris: ' एकीवाना, वंजान-141004-	Office Seal Registrar Banasth Vidyapith (Rajasthan)
Witness 1 (name, office address and signature)  Dr. Ishwar Singh,  HRD Nodal Officer, IIMR, New Delhi 110012	Witness 1 (name, office address and signature)  Lulul: (Harsh Purchit, Dean, FMS-Wisdon Banasthali University)
Witness 2 (name, office address and signature)  Br. K.S. Hoods, Dr. MEENA SHEKHAR  In-charge, PME, IIMR, New Delhi 110012  Member	Witness 2 (name, office address and signature)  J. Crops Little HNAN)  (E. Grops Little HNAN)  PLACEMENT OFFICEI2  13 constrabil Uprisualty





#### MEMORANDUM OF UNDERSTANDING

#### शिल्प श्रम सनातन

#### BETWEEN

#### BANASTHALI UNIVERSITY, BANASTHALI

#### AND

#### KUMARAPPA NATIONAL HANDMADE PAPER INSTITUTE, JAIPUR

The Memorandum of Understanding (MOU) made on 25<sup>th</sup> May, 2016 between Department of Bioscience and Biotechnology, Banasthali University, Banasthali, Tonk, Rajasthan and Kumarappa National Handmade Paper Institute, Jaipur

The Banasthali University, an Institution deemed to be University, notified by the Government of India vide its notification No. F. 9-6/81-U.3 dated 25 October, 1983 under section 3 of the UGC Act, 1956 and having an address at Banasthali Vidyapith, P.O. Banasthali Vidyapith-304022, Rajasthan, INDIA (hereinafter referred to BU) of the other part:

#### AND

Kumarappa National Handmade Paper Institute (KNHPI) is an R&D and Training Institute devoted to the Growth & Development of Indian handmade paper industry through its extensive range of activities viz. Human Resource Development Program, Research and Development activities, Consultancy and Technical services, Troubleshooting and Pilot Plant Activities. KNHPI is an autonomous body under KVIC, MSME, Govt. of India and recognized as SIRO by Department of Scientific & Industrial Research (DSIR), Govt. of India.

10011

KNHPI is committed to provide the staff of Art Technology Management to Indian Handmade Paper Industry through continuous Research, Human Resource Development and Support to the Entrepreneurs in bringing up Rural Industrialization Ensuring Environmental Friendly Practices Maintaining Social and Communal Harmony, Revitalization of Ancient Arts and Crafts with Modernization at Affordable Cost"

#### PREAMBLE

The Department of Science & Technology, Banasthali University, Banasthali and Kumarappa National Handmade Paper Institute recognizing the mutual interest in the field of research, development, education and dissemination of knowledge on long term basis in the area of Biotechnology, Chemical Engg., Environmental Engg/Sciences/Applied Chemistry/Pulp & Paper are committed to promote joint research activities and faculty and students exchange programme/activities. Both Banasthali University and Kumarappa National Handmade Paper Institute are joining hands to play an effective role as committed to facilitate Industry-Academia Interaction activities by way of joint research projects, consultancy, contract research, internship/dissertation work, placement etc. in the area of their mutual interest and benefits. Therefore, both the parties agree to establish Industry-Academia partnership and collaboration according to the terms and conditions set out in the articles in the area of Biotechnology/Chemical Engg/Environmental Engg/ Sciences/Applied Chemistry/Pulp & Paper.

#### 1. Joint Research Activities

- a. The Department of Science & Technology, Banasthali University and Kumarappa National Handmade Paper Institute based on the expertise available shall encourage joint research activity & projects.
- b. The Department of Science & Technology, Banasthali University and Kumarappa National Handmade Paper Institute will jointly submit Research proposals of mutual interests of Govt. & other Non-Govt. agencies for funding.
- c. The Department of Science & Technology, Banasthali University and Kumarappa National Handmade Paper Institute will jointly submit Research proposals of mutual interests to International Research Institutions for funding.
- d. The Department of Science & Technology The Department of Science & Technology The Department of Science & Technology, Banasthali University and Kumarappa National Handmade Paper Institute will facilitate sponsorship programs for research collaboration for faculty members, researchers and students.
- e. The Department of Science & Technology The Department of Science & Technology, Banasthali University and Kumarappa National Handmade Paper Institute will develop a mechanism for developing technology transfer under the provision of Intellectual property right. This will be governed by the IPR policies decided beforehand.

(2)

11/2 Jan July

f. Any other research/collaborative activities such as seminar, workshops, consultancy, development of research data & facilities in the area of operations for mutual benefit.

#### 2. Faculty & Student's exchange Program/activities

- a. Organize industrial visits or short term training programs for students of The Department of Science &Technology The Department of Science &Technology, Banasthali University at Kumarappa National Handmade Paper Institute to gain an exposure of the organization and overall procedures carried out at the industry.
- b. To have Project Internships or Dissertation for post graduate students of The Department of Science &Technology, Banasthali University at Kumarappa National Handmade Paper Institute as a part of their academic curriculum.
- c. Joint publications will be brought out by both the organizations depending upon the research data generated.
- d. The research work done at KNHPI shall not be published by the students in part or in full without the permission of KNHPI.

#### 3. Administration of Programmes/Activities

The various programs/activities under the memorandum of understanding will be administered by the Coordinators one each to be appointed by the **The Department of Science & Technology**, Banasthali University and Kumarappa Nationa Handmade Paper Institute respectively. The coordinators will coordinate various managerial activities and will also interact with the **The Department of Science & Technology**, Banasthali University and Kumarappa Nationa Handmade Paper Institute.

#### 4. Commencement and Tenure of MOU

This Memorandum of Understanding will take effect on the date of signature by both the parties herein. It shall remain in force initially for a period of five years and can be amended/terminated on mutual written agreement between **The Department of Science & Technology**, Banasthali University and Kumarappa National Handmade Paper Institute.

5. If a dispute arises out of or in connection with this contract/agreement or in respect of any defined legal relationship associated herewith or derived there from, the parties agree either to seek an amicable settlement or that dispute by conciliation under the ICADR Conciliation Rules 1996 or submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.

Krely 25/5/1

- 6. The authority to appoint Concilliator/Arbitrator shall be the International Centre for Alternative Dispute Resolution.
- 7. The International Centre for Alternative Dispute Resolution will provide administrative service in Accordance with the ICADR Conciliation/Arbitration Rules, 1996.
- 8. The place of Conciliation/Arbitration proceedings shall be Jaipur.
- For Legal matters, the jurisdiction will be the courts at Jaipur and the Apex court.

The two parties agree with the terms & conditions specified as above and put their signature & seal Witness of the same.

ASHWINI KWMAR SHARMA

Deputy Director I/c Kumarappa National Handmade Paper Institute, Jaipur.

Dean , FM 3-WISDON

Banasthali University Banasthali University

P.O. Banasthali Vidyapith

WISDOM

Banasthali University P.O. Banasthali Vidyapith

## Memorandum of Understanding

#### between

## ICAR-NATIONAL DAIRY RESEARCH INSTITUTE, KARNAL

and

## BANASTHALI UNIVERSITY, BANASTHALI (RAJASTHAN)

For facilitating

Students/ Training/ Postgraduate Research/ Ph.D.

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 30th day of the month of September, the year 2016 by and between the ICAR-NATIONAL DAIRY INSTITUTE, KARNAL [hereinafter called "ICAR-NDRI"/ First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001

#### AND

The **BANASTHALI UNIVERSITY**, an Institution deemed to be University, notified by the Government of India vide its notification No.F.9-6/81-U.3 dated 25<sup>th</sup> October, 1983 under section 3 of the UGC Act,1956 and having an address at Banasthali University P.O. Banasthali Vidyapith-304022, Rajasthan, INDIA (hereafter referred to BU) of the other part (who for the purpose of this MOU are hereafter collectively referred to as the parties)

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued *vide* Letter No. 2-8/2012- HRD dated 11<sup>th</sup> December,2012 or as revised from time to time.WHEREAS the NDRI, KARNAL is involved in the studies on ANIMAL BIOTECHNOLOGY (Specific mandated domain within the approved disciplines/divisions)

AND WHEREAS the "BANASTHALI UNIVERSITY", established vide No. F. 9-6/81-U.3, dated 25<sup>th</sup> October,1983 by Government of India, Ministry of Education & Culture (Department of Education) New Delhi and recognized by University Grants Commission at its Department of Biosciences and Biotechnology is involved in research in the field of Teaching and research in the field of Life Sciences. AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

(Signature of NDRI, (Karnal)

(Signature of Second Party BU, Rajasthan)

Registrati Banasthali Vidyapidh

### Article 1. Scope

The Second party will recognize the First party as an Institute for conducting research related to 1.1 the thesis requirement of the research students for UG/PG/Ph.D. etc. (Name of the degree programme). The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students 1.2

Operational details of research effort and collaboration will be made in common research programmes and/ or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective (s) for research work for a student coming from a second

party outside NARS should be exclusively different as far as possible.

1.3 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.

1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hosted shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

### Article 2. Management

- 2.1 Director of the First party and the Vice-Chancellor / Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MOU.
- The Advisory Committee will meet at least once in a year alternatively in the institutions of the 2.2 First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

### Article 3. Exchange of Information

- The term "information" includes scientific or technical data, results and/or methods of 3.1 investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MOU.
- The parties support the widest possible dissemination of information. Each party in joint projects 3.2 shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

#### **Article 4. General Provisions**

It is understood that the First party and the Second party subscribe to the principle of equal 4.1 opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of nondiscrimination.

(Signature of First Party)

(Signature of Second Party)

Registret : Banasthali Vidyapian Page

Both parties understand that all financial agreements will have to be negotiated separately and 4.2 will depend on the availability of funds. 4.3

Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party

Any research publication arising will be jointly published in accordance with the provision laid 4.4 out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at (ICAR Institutions as notified vide Letter No. 2-8/2012-HRD dated 11<sup>th</sup> December, 2012 or revised guidelines, if any, as may be issued from time to time. 4.5

A copy of the thesis / dissertation will be submitted to the First Party after the award of the

degree by the Second party.

4.6 All questions related to this MOU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any. 4.7

All question not foreseen related to this MOU will be handled by the parties by mutual

agreement.

Nothing in this MOU is intended to affect other cooperation or collaborations between the 4.8 parties.

#### Article 5. Intellectual Property Rights

The Second party will be expected to ensure protection of the Intellectual Property Rights 5.1 generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall bet the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

#### Article 6. Admission and Fees

- All those who wish to register as trainees or for Mater/Doctoral programme under this MOU 6.1 must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out in Items 3.21A and 3.2.2 A of the Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions as notified vide Letter No. 2-8/2012- HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time, for the students from within NARS and outside NARS, respectively.
- Admission of the students and the award of degrees for different programmes will be the 6.2 responsibility of the Second party as per the rules and regulations.

Allotment of the students at the First party will be done by the approval of Director of the First 6.3 party and Vice-Chancellor / Head of the Institution of the Second party.

6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.

(Signature of First Party)

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- 6.5 The PME/HRD Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.
- 6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.
- Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.
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### Article 7. Entry into effect, modification and termination

- 7.1 This MOU shall become effective on the date it is signed by the parties and shall be valid for five years. Both parties shall review the status of the MOU at the end five year period to determine any modification, whenever necessary. The period of validity of this MOU may be extended by mutual consent up to five years. This MOU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 7.2 All joint activities not completed at the expiration of termination of the MOU may be continued until their completion under the terms of this MOU.
- No amendment or modification of the MOU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MOU. The modifications / changes shall become part of the MOU and shall be effective from the date on which they are made / executed, unless otherwise agreed to.

(Signature of First Party)

(Signature of Second Party)

Registrar Banasthali Vidyapith This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MOU and represent that they approve, accept and agree to terms contained herein.

Banasthali University P.O. Banasthali Vidyapith, Rajasthan - 304022
Name of the Vice-Chancellor/ Registrar of BANASTHALI UNIVERSITY
Signature with date  Registrar    Registrar    Registrar    Registrar
Office Seal
Witness 1  (Prof. Harsh Purchit, Dean-Fms)  Dean, Faculty enagement Studies  WISDOM, Danasthali Vidyapith
Witness 2  S. Gropala KRISHNAN  S. GOPALAKRISHNAN  S. GOPALAKRISHNAN

S. GOPALAKRISHNAN Placement Officer Banasthali Vidvapith Rejasthan-30,022







## MEMORANDUM OF UNDERSTANDING TO ESTABLISH A RESEARCH GROUP "OM-RISE"

BETWEEN

STICHTING BUURTZORG NEDERLAND
PO Box 69
7600 AB Almelo
THE NEDERLANDS

AND

BANASTHALI UNIVERSITY BANASTHALI, RAJASTHAN-304022

AND

PRAAN GROUP, PO Box 69102 1060 CD Amsterdam THE NEDERLANDS



Jul:

#### PREAMBLE

WHEREAS, STICHTING BUURTZORG NEDERLAND, an organization in the area of COMMUNITY CARE, was established in ALMELO on 10th January 2006, in the municipality of Almelo, by Josephus Bernardus Imelda de Blok under the Kamer van Koophandel (KVK number 08142671) and having its registered office at Pastoor Ossestraat 61 7609 RX Almelo. THE NEDERLANDS, is engaged in Health care, in the community care (hereinafter referred to as Buurtzorg))

#### AND

WHEREAS, THE BANASTHALI UNIVERSITY, an Institution deemed to be University, notified by the Government of India vide its notification No. F.9-6/81-U.3 dated 25 October,1983 under section 3 of the UGC Act,1956 and having an address at Banasthali Vidyapith P.O Banasthali Vidyapith -304 022, Rajasthan, INDIA (hereinafter referred to as BU) of the other part

#### AND

WHEREAS, PRAAN GROUP. AMSTERDAM. THE NEDERLANDS, a consultancy was established in 1999 as VOF under the Kamer van Koophandel (KVK number 60314486) and having its registered office at 7th floor building Trivium Derkinderenstraat, 24, 1062 DB Amsterdam. THE NEDERLANDS, is engaged in Consulting (hereinafter referred to as Praan Group)

WHEREAS, all three parties Buurtzorg. BU, and Praan Group, now

- Recognizing the importance of research and development in the areas of Self Management, Self Organization, Integrative Intelligence, Bharatiya worldview,
   Bharatiya research methodologies, Entrepreneurship, Nursing, Skill Development,
   Financial Literacy and other emerging areas
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a research group "Organizational Management, Research, Innovation and Sustainable Entrepreneurship" abbreviated as OM-RISE at Banasthali University, India, setup by Buurtzorg in association with Praan Group. The group would have an integrative worldview with its focus on development of Integrating Simplification Theory and practices (IST) and its variants. It will disseminate the knowledge through lectures, symposia and conferences.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which three parties Buurtzorg, Praan Group, and BU hereby acknowledge. Buurtzorg, Praan Group, and BU hereby agree to sign a memorandum of understanding (MoU).



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#### ARTICLE-I: SCOPE OF THE MoU

This MoU details the modalities and general conditions regarding collaboration between Buurtzorg, Praan Group and BU for carrying out research in areas of self-management, integrating simplification, entrepreneurship, nursing, financial literacy, business management etc and to disseminate the knowledge through lectures, symposia and conferences etc without any prejudice to prevailing rules and regulations in Buurtzorg, Praan Group, and BU and without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India and Govt. of The Nederlands in so far as such mechanism applies to Buurtzorg, Praan Group. and BU. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

The Research Group would actively engage with international academia active in the research in the fields of organizational innovation, entrepreneurship, leadership, management education and community health care delivery. The aim would be to actively contribute to the discussion of a new management paradigm which is more humane, entrepreneurial, innovative, effective and sustainable. The group will disseminate the insights gained from Buurtzorg's organizational innovation and craftsmanship in the healthcare industry and other globally recognized good practices, in India and abroad through graduate course lectures, symposia, research conferences and publications. Other activities of the group would include supervising PhD research and comparative international studies to be conducted by students of Banasthali, Masters' students from several Dutch universities for their final thesis project such as from the Nyenrode Business University and Vrije University for projects in collaboration with Buurtzorg. These activities would of course be around the research group's focussed theme. BU may also consider hosting of students from Nederlands sponsored by Buurtzorg solely at the discretion of Buurtzorg for short term or long term, to pursue educational and entrepreneurship programmes.

The research group shall work through the following arrangements:

- Coursework development for executive management education in this field especially research methodology courses for undertaking research in this specific field. Further, it may include supervision of PhD students, with a particular focus on making an active contribution to the organizational development of Buurtzorg and the BU.
- 2. Encouraging and supervising Masters' and Doctoral students (as part of their teaching duties) from the BU to work on creating case studies from India and abroad on the field of organizational innovation and sustainable innovation by applying the integrating simplification theory preferably based on the case of Buurtzorg and other globally recognized organizations.
- 3. Conducting an Annual research and policy conference/ symposium/ workshop to share the findings with the broader management community (in collaboration with Buurtzorg, Banasthali and Praan Group among other prospective sponsors).

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- 4. Conducting sessions on entrepreneurship development and mentoring students in their startups.
- 5. Provide access to a virtual (inter) national network of academia (including visiting professors) and practitioners on the study field from the existing networks of Buurtzorg. With the departments or centres of excellence within the BU evolving into an international network, the research group may be optionally required to assist the international centres of BU.
- 6. Production of an annual report on the activities and its progress.
- 7. Scientific Research in global perspective: Validating the Buurtzorg approach and the theory of integrating simplification in International settings including India by developing assessment instruments for measuring and monitoring the Integrating Simplification Theory. Applying the instrument to Indian organizations and develop a comparative benchmark report to be shared at the annual symposium. BU students will be involved in this part. The group may also explore additional funding from corporate, philanthropists and other donor agencies.
- 8. Conducting guest lectures for students of BU.
- 9. Additionally, if more funding materializes, then developing a database with cases globally with features of Integrating Simplification to be shared through the Buurtzorg web and BU for teaching and training purposes. Students from BU can take part in this research project for collecting data for the cases, write the cases under supervision of Research Group. Additional work to be done locally will be mobilized with the help of BU and or in close collaboration with Indian corporations.
- 10. If there is interest for executive education either from Europe or India, the group may like to develop management executive courses on alternative management practices for building a humane economy.

## ARTICLE-III: ROLE OF Buurtzorg, Praan Group, and BU

The contributions are mentioned, however Buurtzorg, Praan Group, and BU shall mutually discuss and decide the roles in the interest of the objectives of the research group:-

Buurtzorg would compensate a renowned academician directly with a fixed honorarium in the Netherlands that would cover one day per week research time, airfare tickets to/from Gurgaon. Also take care of part of the costs as one of the title sponsors for organizing the annual symposium/conference at BU and additionally with the possibility to sponsor two representatives from Buurtzorg to the symposium/conference. It would sponsor visits of Buurtzorg Leadership team members (Including their Board of Directors and their Technology services and innovation team at Ecare B.V.) and eminent experts from the Netherlands once in a year to give guest lectures on topics of interests of the research group.

BU would provide logistics for the research group team like Office space equipped with necessary facilities like internet, printing, computing, telephone and office accessories on

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need basis during the planned visits of group members finalized on mutual convenience. It would provide access to library resources for research. Also it would provide lecture rooms for special events like talks by visiting Buurtzorg leadership and other resource persons with a clear objective to disseminate the research. Event Organization support for the Annual conference/ symposium including operational aspects like printing costs for yearly report of contributions of the Annual Conference/ symposium. If required, Accommodation/ Lodging to the senior academician during his/her visits to Banasthali for Research Group's activities. Optionally, a part time project assistant to the senior academician during her visit and for coordinating appointments/ emails during his/her absence.

Praan Group would provide the organization support for the Annual Symposium/Conference through its group company - Keizer Prestatic Consulting (KPC)<sup>1</sup>. It would compensate a researcher directly with a fixed honorarium that would cover five days per week research time, airfare tickets to/from Amsterdam, the Netherlands. Additionally, it would sponsor visits of Praan Group Leadership team members and eminent experts from the Netherlands once in a year to give guest lectures on topics of interests of the research group.

#### ARTICLE-III: SHARING OF FACILITIES

- a) Buurtzorg, Praan Group, and BU shall make provisions to share their respective research expertise in order to promote academic and research interaction in the areas of cooperation.
- b) Buurtzorg, Praan Group, and BU shall provide access to the library facilities to researchers, faculty members and students as per the prevailing rules and norms in the respective institutes.

## ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

The research group would be established by the Banasthali consisting of and privately funded by organizations. Buurtzorg Nederland will be the first primary sponsor for four years as of September 1<sup>st</sup> 2016-2020 and Praan Group Nederland would be the secondary sponsor for the same duration. In addition, it is desired to mobilize other organizations in India and abroad by the research group for raising funds for growing the scale and increasing speed of various activities.

a) To begin with Prof. Harsh Purohit and Prof. Sharda Nandram would coordinate the group. Prof. Harsh Purohit would represent BU. Prof. Sharda Nandram representing Buurtzorg, would be formally recognized as Visiting Professor by BU. Puneet Bindlish would represent Praan Group Nederlands and would be formally recognized as a Researcher in the group. Other research assistants and scholars can be hired on the team as the activities grow. The preference would be given to BU scholars.



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More information about Keizer Prestatie Consultancy - http://kpc.praan.nl/

b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from Heads of all the three - Buurtzorg, Praan Group, and BU.

## ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MoU shall be effective from the date of its signing by competent authorities of all the three parties.
- b) The duration of the MoU shall be for a period of 4 years from the effective date.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in admitted to pursue the research the MoU.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of Buurtzorg, Praan Group, and BU.

#### ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, shall be decided by all the three parties by mutual consent on case to case basis through written individual agreements for that / any particular project / work, prior to start of work/ project.

## ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MoU the parties - Buurtzorg, Praan Group, and BU will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Buurtzorg, Praan Group, and BU shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to other parties without written approval of the disclosing party or use such confidential information for any use other than intended under this AGREEMENT or PROJECTS.

Further Buurtzorg, Praan Group, and BU shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

## ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda required to be made on mutual consent basis to this MoU shall be in writing and signed by the PARTIES hereto and shall only after such



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execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.

#### ARTICLE-IX: RESOLUTION OF DISPUTES

Would be done based on mutual discussion.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

(Jos de Blok)
Founder
Buuitzorg Mederland
Almelo, Theory Vetherlands

(Wim Keizer)
Director, Praan Group,
Amsterdam, the Netherlands

(Harsh Purchit, Dean-FMS WISDOM)
Banasthali University
Banasthali. India

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Shirley Sharda Nandram,

Praan Group,

Amsterdam The Netherlands

2 Punee Bindlish,

Praan Group

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Banasthali Vidyapith

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Banasthali Vidyapith



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This Memorandum of Understanding is made at Banasthali on this the 29<sup>th</sup> day of July 2016 in two originals

between

State Bank of Bikaner & Jaipur, a body corporate, constituted under the State Bank of India (Subsidiary Banks) Act, 1959 having its Head Office at Tilak Marg, C Scheme, Jaipur 302005 represented by its Chief General Manager, hereinafter referred to as "the Bank" which expression, unless repugnant to the context, shall mean and include its successors and assigns of the FIRST PART;

And

Banasthali Vidyapith, Banasthali, a deemed university, registered under the Indian Societies Registration Act, 1860 (No. 54 of 1950-51) on dated 16/03/1951 represented by its Vice-President (hereinafter referred to as the Vidyapith)



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BANASTHALI VICYAPITH P.O. BANASTHALI VIDYAPITH PIN-304022 (RAJ.)

repugnant to the context or meaning thereof will include its successors, executors and permitted assigns of the SECOND PART

Whereas, the Bank is in the business of banking in India and as a body corporate takes up various community services activities under its corporate social responsibility, subject to the directions issued by the Reserve Bank of India and the Bank's own internal guidelines.

And whereas, the Vidyapith is a fully residential university for women's education and is setting up Centre for Research in Micro, Small and Medium Enterprises (MSME) & Promotion of Entrepreneurship in Women (CRMPEW) at their campus, (which shall be hereinafter referred to as the "Project") to enhance awareness about MSME and entrepreneurship among women, to carry out research in MSME to gauge its awareness and identifying the gaps, to conduct training programmes/ workshops for girls studying in rural/ urban educational institutions up to advance skill training with the aim to promote entrepreneurship among women, to provide opportunities to the women to learn about entrepreneurship and MSME through free e-learning modules etc.

Whereas the Vidyapith has estimated an expenditure of about Rs 163 lakh for initial three years period for funding the said Project and approached the Bank for financial support under its corporate social responsibility programme and the Bank has agreed to donate funds to the extent of Rupees one crore thirty five lakhs only (Rs 135 lakh).

Whereas, the funds provided by the Bank would be utilized by the Vidyapith for the expenses incurred for establishing and running the said Project, it has become necessary for the Vidyapith and the Bank to enter into a formal MOU:

- 1. The University will set up Centre for Research in MSME & Promotion of Entrepreneurship in Women (CRMPEW), which shall function from the existing campus and eventually will be hosted at the SBI School of Commerce and Banking. The faculty support will be provided by the Vidyapith.
- 2. The Centre will be named as SBBJ Centre for Research in MSME & Promotion of Entrepreneurship in Women (SBBJ- CRMPEW);
- 3. The Chair Professor would be named as SBBJ Chair Professor for CRMPEW;
- 4. In the related educational programmes, Banasthali Vidyapith would establish SBBJ Gold Medals, minimum ten, without any additional cost to the Bank. .
- 5. All the online & offline training materials, awareness programmes, learning modules, various publications, proposals, synopsis, theses etc. will carry the name of SBBJ as the main sponsor of the Centre and its related programmes.



- For all its management festivals organized in the campus, the State Bank Group will be acknowledged as lead sponsor for next ten years.
- 7. The Vidyapith will extend necessary support, such as faculty, course material, presentation etc. to the Bank to carry out training programme through its sponsored Rural Self-Employment Training Institute (RSETI) and Financial Literacy and Credit Counseling Centers (FLCC) for promotion of MSME sector and women entrepreneurship.

The Bank shall pay the funds in a designated account opened with a branch of State Bank Group. The utilization of funds from the said account shall be governed by the following guidelines –

 A governing council will be formed by the Vidyapith and the Bank jointly to monitor the progress of the Project. The governing council shall comprise:

Sr. Member No.		Representing	
1.	Dean, FMS-WISDOM (Convener)	Banasthali Vidyapith	
2.	SBBJ Chair Professor	CRMPEW	
3.	Chief General Manager	SBBJ	
4.	Bank officials (maximum - 2)	SBBJ	
5.	Industry expert	Industry	
6.	Special invitees  be represented in the governing actions.	State/ Centra	

The Bank will be represented in the governing council by the Chief General Manager, who may nominate any other officer to attend the meeting on his behalf. The number of members in governing council shall be restricted to ten.

- The council members would be provided with monthly progress report of the project and they would meet every quarter to review the project.
- The Bank may also inspect and ask for additional information about the progress of the project at a notice of 7 working days.
- The donation amount will be parked in a specially designated account of the Banasthali Vidyapith with a branch of SBBJ/SBI to enable monitoring of its proper utilization.
- 5. The donation will be utilized on financial year basis 30% in the first year, 30% in the second year and 40% in the third year. Any unspent amount in a financial year would be carried over to next financial year, which may spill over to fourth year or subsequent years also. The amount will be drawn from the designated account based on the approval and authorization of the governing council.



S.S.L. BANASTHALI VIDYAPITH P.O. SANASTHALI VOYAPITH PIN-JUGU22 (RAJ.)  The extract of the Audit Report of the Vidyapith relating to the Project should be shared with the Bank (Community Services Banking Department) and the members of the governing council.

This MOU shall be operational for initial period of three years of the Project and shall be extended further with mutual consent of the Vidyapith and the Bank and further any alternation, modification or addition to this MOU or waiver of any of the terms hereof shall be valid if made by mutual consent of the Vidyapith and the Bank.

Disputes if any arising out of this Memorandum shall be governed by the laws of India and the courts in Rajasthan shall have the exclusive jurisdiction for the disputes.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hand the day first here-in-above written.

Signed Sealed and Delivered for the First Part	Signed Sealed and Delivered for the Second Part
Shri A. C. Rout, Chief General Manager, SBBJ, Authorised Signatory	Prof. Siddharth Shastri, Vice President, Banasthali Vidyapith, Authorised Signatory

Witnesses:

1. HEAD OFFICE

BANASTHALI VIDYAPITH P.O BANASTHALI VIDYAPITH PIN-304022 (RAJ.)

#### MEMORANDUM of UNDERSTANDING.

#### between

#### Banasthali University

P.O. Banasthali Vidyapith, Banasthali-304022, Rajasthan, India

#### Represented by:

Dharam Kishore, Secretary

and

Vorarlberg University of Applied Sciences (Fachhochschule Vorarlberg)
Hochschulstrasse 1, 6850 Dornbirn, Austria

Represented by:

Mag. Stefan Fitz-Rankl, Managing Director

This Memorandum of Understanding outlines the wish of Banasthali University and Vorarlberg University of Applied Sciences, Austriato develop academic and educational cooperation and to promote mutual understanding between the two universities.

Both universities agree to discuss and develop the following collaborative activities in academic areas of mutual interest, on a basis of equality and reciprocity.

- Exchange of faculty, researchers and administrative staff
- Exchange of students
- Conducting collaborative research projects
- Conducting lectures and seminars
- Organizing conferences and symposia
- Exchange of academic information and materials
- Promoting other academic cooperation as mutually agreed

The development and implementation of specific activities based on this agreement will be separately negotiated and agreed. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.

It is understood that the implementation of any of the types of cooperation stated in shall depend upon the availability of resources and financial support at the universities concerned.

Should any collaborative research activities under this agreement result in any potential for intellectual property, both universities shall seek an equitable and fair understanding as to ownership and other property interests that may arise.

This agreement may be amended or modified by a written agreement signed by the representatives of both universities.

The agreement is valid for a period of 5 years from the date of signing by the representatives of both universities and shall be automatically renewed unless agreed upon.

This agreement may, at any time during its period of validity, be terminated by one of the universities upon prior notice to the other in writing not later than six months before the termination date.

Vorarlberg Universit Applied Sciences

Mag. Stefan Fitz-Rankl Managing Director

Date: 21.04.2016

Banasthali University

Secretary Offg. Secretary

Banasthali University

Date: Danasthall Vidyapith (Rajasthan) 304022

06.05.16

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN



## BANASTHALI UNIVERSITY (Rajasthan, India)

#### AND





Banasthali University (India) and, Sookmyung Women's University (Korea) desiring to establish collaborative relations between the two institutions to promote friendship and to co-operate in a mutually beneficial association, have agreed to promote interest in the teaching and learning activity.

- I. The purpose of cooperation between Sookmyung Women's University and Banasthali University are as follows:
  - To promote interest in the teaching and learning activities of the respective institutions;
  - To deepen the understanding of the economic, cultural and social issues that make up the environment of the respective institutions; and
  - To establish an arrangement to enable students of both institutions to have credit earned at the host institution apply to their degree programs at the parent institution.
- II. To achieve these goals Sookmyung Women's University and Banasthali University will do the following insofar as the means of each allow:
  - To carry out joint research projects
  - Promote institutional exchanges by inviting faculty and staff of the partner institution to participate in a variety of teaching or research activities and professional development;
  - Receive students of the partner institution for periods of study and/or internship;
  - Organize symposia, conferences, short courses and meetings on educational issues:
  - Carryout joint continuing education programs and
  - Exchange information pertaining to developments in teaching, learning and student development at each institution.
- III. The parties hereto shall appoint representatives to carry out the planning of academic, cultural, linguistic and other programs for the visiting students.
- IV. Credit earned by the student at the host institution will be accepted by the parent institution with prior approval of the appropriate designated academic officer of the parent institution.
- V. Banasthali University being a fully residential institution does not have any off-campus housing options and all exchange students are accommodated in on-campus housing available. Please note that Banasthali University does not charge any tuition fee. We understand that living, statutory expense and others shall be borne separately. Currently, the living expenses are 2500\* Euros per semester. And a small fee towards enrollment, health insurance and student activity is charged, in addition to immigration facility charges as per actuals. Similarly Sookmyung Women's University will provide exchange students with all possible assistance in looking for accommodation.

<sup>\*</sup> Subject to change.

- VI. Exchange students will be subjected to the rules and regulations of the host institution. They will be entitled for major academic resources and support services generally available to full-time students at the host institution.
- VII. Each institution will issue appropriate documents for visa purposes in accordance with the current law, although is it ultimately the responsibility of the individual student to obtain a proper visa in a timely manner.
- VIII. The travel cost from parent institution to host institution and back and within the respective countries will be the responsibility of the individual visitor.
- IX. Exchange students are required to arrange their own insurance against illnesses and accidents covering the period of their stay in the country of the host institution.
- X. The present MEMORANDUM OF UNDERSTANDING shall be reviewed upon written request by either party at any time. Modifications are executed and approved through the exchange of letters, which then become addenda to this memorandum.
- XI. Pending approval by regulatory authorities, this agreement shall commence on the day that it is signed on behalf of Sookmyung Women's University and Banasthali University and shall remain in effect for a period of five (5) years, during which it may terminated by either institution at any time. Such termination by one institution shall be effected by giving the other institution at least (6) months' advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither Sookmyung Women's University nor Banasthali University shall be liable to the other for any monetary or other losses that may result.
- XII. The signing parties of MOU realize that the above-mentioned areas of activity signal only the beginning of mutual cooperative efforts. As the relationship between the two institutions develops and strengthens, this agreement may be expanded to cover other areas of cooperation.

XIII. The MOU empowers and obliges only the signing institutions not individual persons.

Signature:

Date:

May 16, 2016

Prof. Swoo K. Suh

Vice President

Office of External Affairs

Sookmyung Women's University

Shooo K. She

Chengpa-ro 47-gil 100, Yongsan-gu,

Seoul, 04310 Korea

Signature:

Date:

Prof. Aditya Shastri

Vice-Chancellor

Banasthali University

P.O. Banasthali University-304022 (Raj.)

**INDIA** 

# AGREEMENT TO COLLABORATE IN EDUCATIONAL EXCHANGE BETWEEN BANASTHALI UNIVERSITY, INDIA AND

#### BUDAPEST METROPOLITAN UNIVERSITY, BUDAPEST, HUNGARY

#### I. PURPOSE

In recognition of the proven value of international experiences for students, staff and faculty, Banasthali University and Budapest Metropolitan University (METU, ID FI33842), establish this agreement to facilitate exchanges between our institutions.

#### II. OBJECTIVE

The objective of this agreement is to encourage the development of academic and cultural exchanges between our two institutions in the following areas:

- A. Exchange of students;
- B. Exchange of faculty and staff;
- C. Collaborative research projects;
- D. Promotion of lectures, research, workshops, symposia, and other scholarly activities jointly developed by the universities.

#### III. SCOPE

This agreement may be in any appropriate academic field at either institution, subject to the prior approval of the administration of the host institution.

#### IV. EXCHANGE OF STUDENTS

- A. Students must meet the admissions requirements of the host institution. Each institution reserves the right to deny candidates, although the host institution will endeavour to minimise such decisions by communicating its criteria and standards before the home institution selects its applicants. The following criteria have been set for all exchange participants: students must have completed at least one year of study at the home institution prior to participation in the exchange; students must be in good academic standing, as reflected by a minimum GPA of 3.5 or the equivalent, and meet the minimum language requirement.
- B. Each year during the term of this agreement, each institution may send two (2) students to be enrolled at the other institution. Two students enrolling for one semester will be equivalent to one student enrolling for one year. The number of students may be modified by mutual agreement and is to be balanced over a period of three years. Both institutions will review the program annually for an imbalance in student numbers.

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- C. Exchange students may study at the host institution for one semester or one academic year, not to exceed (12) months. METU's academic year commences in September and ends in July of the following year. METU has two primary semesters that will apply to this exchange, Fall semester (early-September through late-January) and Spring semester (early-February through early-July). Banasthali University's academic year commences in July and ends in May of the following year. Banasthali University has two primary semesters that will apply to this exchange, Fall semester (July- first week through late-December) and Spring semester (December- last week through early May)
- D. Students will be visiting students and will not be eligible for matriculation or degree status at the host institution. Exchange students shall pursue an academic program developed in consultation with the student's home institution.
- E. All students must carry health, emergency evacuation and repatriation insurance that is valid in the host country. Each institution undertakes to ensure that all students sent under this agreement are adequately insured, based on requirements set by the host institution.
- F. Students participating in the exchange program may register for housing at the host institution. To participate, students must be registered as regular students at the home institution. Students will pay tuition fees to the home institution. All other expenses including: housing, insurance, meals, academic materials, international transportation, and personal expenses will be paid directly by the student participants.
- G. Each institution will provide students with an orientation program, immigration advising, academic advising, support services, and housing assistance, as available to international students.
- H. Neither institution will deny participation to students based on race, colour, religion, national origin, sex, sexual orientation, creed, age, veteran status, or disability.
- I. Exchange students shall be subject to the rules and regulations of the host institution. They will also have the rights and privileges enjoyed by students at the host institution.

#### V. EXCHANGE OF FACULTY

- A. Applicants for participation in the exchange will be selected by the home institution and will be subject to acceptance by the host institution.
- B. Lecturers and researchers will reciprocally visit the Universities in order to establish academic contacts, to deliver lectures or to participate in research activities within the framework of a program mutually determined by the Universities. Teaching course loads and faculty responsibilities will be in accordance with the established rules and practices of the host institution. The period of exchange will be determined by the purpose of the exchange.
- C. The duration of the faculty and staff exchanges that are not instructional shall be arranged as appropriate, in accordance with the established rules and practices of the host institution.
- D. The home institution will maintain their faculty/staff member on full salary and benefits for the period of exchange, provided the request is within the rules and regulations of the university. The host institution will supply office space, library privileges, technology linkage, and other facilities appropriate to the position at the host institution.
- E. Living and travel expenses shall be the responsibility of the participants.

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- F. All faculty and staff shall be covered by health, emergency evacuation and repatriation insurance that is valid in the host nation. The cost of insurance will be paid by the participants or the home university, depending on the home university policy.
- G. Exchange personnel are subject to the laws of the host country, to the rules and regulations of the host institution, and the cultural mores of the host nation.
- H. This agreement pertains to exchange participants only, and does not include spouses or dependents.

#### VI. OTHER ACTIVITIES

- A. Both institutions agree to develop initiatives that are of mutual benefit to students, academic, and non-academic staff. These initiatives will be developed collaboratively and will be authorized by the appropriate administrators on each campus.
- B. Details of new initiatives will be negotiated by both parties, as the need arises.
- C. On the occasion of extra-curricular activities in sports and cultural affairs taking place in the Universities, efforts will be made for the exchange of student teams, especially in sports.

#### VII. ADMINISTRATION OF THE AGREEMENT

Each institution will appoint a liaison officer who shall be responsible for all matters concerned with this agreement.

The Primary Contact at METU is:

The Primary Contact at Banasthali Univ. is:

Denissza Blanár International Director International Directorate Budapest Metropolitan University 1148 Budapest, Nagy Lajos Király u. 1-9 Hungary

Phone: 06-1-766-5308 dblanar@metropolitan.hu Tripti Sharma Co-coordinator International Relations Office Banasthali University P.O. Banasthali Vidyapith-304022 India

Phone: +91- 1438- 228787 triptish03@gmail.com

#### VIII. DURATION, CONDITIONS AND MODIFICATIONS OF THIS AGREEMENT

- A. This agreement is effective upon the signature of the designated officials of each institution.
- B. This agreement will be valid for five (5) years from the date of signature.
- C. It is intended that exchanges be reciprocal, within a three-year period. Every effort will be made to maintain an exchange balance within a calendar year. Reciprocity shall be subject to periodic review by both universities. The absence of exchanges during any one calendar year is possible and does not nullify this agreement.
- D. Both institutions may at any time review this Agreement and the actions taken under it and, by mutual agreement, make any necessary modifications to it. All modifications must be made in writing and must be formally approved by both institutions.

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- E. Either institution may terminate this agreement with six (6) months written notice. Exchanges planned or in progress when termination is instituted will be satisfactorily completed.
- F. The agreement may be renewed by mutual consent of both parties, following an evaluation of all components of the program.

Zoltán Tiszai

METRO CEO
Budapest Metropolitan University

15.06.2016

Prof. Aditya Shastri

Vice Chancellor

Banasthali University

P.O. Banasthali Vidyapith- 304022 **INDIA** 

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#### **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

(Malaysia)

#### AND

#### **BANASTHALI UNIVERSITY**

(Rajasthan, India)

Banasthali University (India) and University of Malaya, desiring to establish collaborative relations between the two institutions to promote friendship and to co-operate in a mutually beneficial association, have agreed to promote interest in the teaching and learning activity.

- I. The purpose of cooperation between University of Malaya and Banasthali University are as follows:
  - To promote interest in the teaching and learning activities of the respective institutions;
  - To deepen the understanding of the economic, cultural and social issues that make up the environment of the respective institutions; and
  - To establish an arrangement to enable students of both institutions to have credit earned at the host institution apply to their degree programs at the parent institution.
- II. To achieve these goals, University of Malaya and Banasthali University will do the following insofar as the means of each allow:
  - To carry out joint research projects
  - Promote institutional exchanges by inviting faculty and staff of the partner institution to participate in a variety of teaching or research activities and professional development;
  - Receive students of the partner institution for periods of study and/or internship;
  - Organize symposia, conferences, short courses and meetings on educational issues;
  - Carryout joint continuing education programs; and
  - Exchange information pertaining to developments in teaching, learning and student development at each institution.
- III. The parties hereto shall appoint representatives to carry out the planning of academic, cultural, linguistic and other programs for the visiting students.
- IV. The present MEMORANDUM OF UNDERSTANDING shall be reviewed upon written request by either party at any time. Modifications are executed and approved through the exchange of letters, which then become addenda to this memorandum.



- V. This agreement shall commence on the day that it is signed on behalf of University of Malaya and Banasthali University and shall remain in effect for a period of five (5) years, during which it may terminated by either institution at any time. Such termination by one institution shall be effected by giving the other institution at least (6) months' advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither University of Malaya nor Banasthali University shall be liable to the other for any monetary or other losses that may result.
- al only the nstitutions areas of
- S.

VI.	The signing parties of MOU realized beginning of mutual cooperative develops and strengthens, this cooperation.	e efforts. As th	e relationship be	tween the two in
VII.	The MOU empowers and obliges	only the signin	g institutions not i	ndividual persons
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	ROF. DATO' DR. MOHD. AMIN JA	ALALUDIN	ADITYA SHAST Vice-Chancellor	7.77
_	2 2 SEP 2015			OV 2915
Da	ite:		Date:	
In	the presence of			
De	ROF. DR. ZANARIAH ABDULLAH ean iculty of Science	 I		
Dat	-5 OCT 2015 e:			



UM.C/ICR/514/1/20(BU) 26 October 2015

Prof. Aditya Shastri Vice Chancellor Office Banasthali Vidyapith P.O Banasthali – 304022 Rajasthan INDIA

Dear Prof. Aditya Shastri,

MEMORANDUM OF UNDERSTANDING & STUDENT EXCHANGE PROGRAMME AGREEMENT BETWEEN BANASTHALI UNIVERSITY, INDIA AND UNIVERSITY OF MALAYA

Greetings and warm wishes from the International and Corporate Relations (ICR) Office, University of Malaya.

With reference to the above, please find enclosed **two (2) original copies of the Memorandum of Understanding & two (2) original copies of the Student Exchange Programme Agreement** between Banasthali University, India and University of Malaya.

Kindly return one (1) signed copy of the MoU & MoA to our office at the following address for our safekeeping and record.

Deputy Director (International)
International & Corporate Relations Office
Level L, Chancellery
University of Malaya
50603, Kuala Lumpur, Malaysia
Tel: +603 – 7967 3423

We hope that this will lead to active collaboration and greater cooperation between our institutions in the near future.

Thank you.

Yours sincerely,

ASSOCIATE PROFESSOR DR. YONG ZULINA ZUBAIRI

Deputy **b**irector (International)

c.c Dean, Faculty of Science
Acting Director, International & Corporate Relations Office (ICR)

/Ri





# STUDENT EXCHANGE PROGRAMME AGREEMENT BETWEEN UNIVERSITY OF MALAYA AND BANASTHALI UNIVERSITY

The **UNIVERSITY OF MALAYA**, a university established under the laws of Malaysia and having an address at Lembah Pantai, 50603 Kuala Lumpur, Malaysia (hereinafter referred to as "**UM**") of the one part;

#### AND

The **Banasthali University**, an Institution deemed to be University, notified by the Government of India vide its notification No. F.9-6/81-U.3 dated 25 October, 1983 under Section 3 of the UGC Act, 1956 and having an address at Banasthali Vidyapith P.O. Banasthali Vidyapith-304 022, Rajasthan, INDIA (hereinafter referred to as BU") of the other part;

having entered into a Memorandum of Understanding on student exchange under which the Parties have agreed to implement within the framework of the statutes and regulations applicable in each Party's institution, and amongst other things, student exchange programmes ["hereinafter referred to as "the Exchange Programme"], now wish to set the terms and conditions (hereinafter referred to as the "Agreement") governing and facilitating the exchange of students between the Parties as follows:

#### NUMBER OF STUDENTS

The exchange of students will be based on the principle of reciprocity during the duration of this Agreement. On an annual basis, each Party will nominate 5 qualified student to the other. The Parties will review the Exchange Programme annually for any imbalances in the number of exchange students and will adjust the number of students over the duration of this Agreement, as necessary to maintain a reasonable balance in the Exchange Programme.

#### 2. PERIOD OF ENROLMENT

The Exchange Programme for individual students may be for a period of one (1) semester or for a period of one (1) academic year. Any variation to these periods of enrolment may only be allowed upon mutual agreement in writing by the Parties.

#### 3. ELIGIBILITY OF EXCHANGE STUDENT APPLICANTS

It is understood that both Parties will strive to designate only well-qualified students for participation in this Exchange Programme and that the academic background of each exchange student as well as letters of recommendation, will be provided by the home institution to the host institution. It is also understood that exchange students must meet



language proficiency requirements and any other academic requirements established by the host institution.

#### 4. ACADEMIC STATUS OF THE EXCHANGE STUDENTS

All exchange students will remain enrolled as students of the home institution and will not be accepted for enrolment as candidates or students for any degree at the host institution. Accordingly, exchange students are expected to maintain the equivalent of a full course load at the host institution. Any credits towards the exchange student's degree are to be awarded by the home institution, subject to its rules and regulations and approval by the relevant approving authority of the home institution. All exchange students enrolled in the host institution will be subject to the same rules and regulations as local students.

## 5. SELECTION AND SCREENING BY THE HOST INSTITUTION OF STUDENTS NOMINATED BY THE HOME INSTITUTION

- 5.1 The home institution will nominate applicants from its institution for the Exchange Programme.
- 5.2 The host institution reserves the right to determine the final selection and admission of each student nominated by the home institution.
- 5.3 The exchange students must satisfy all admission requirements including the language proficiency requirement of the host institution.
- 5.4 Both institutions must advise annually the dates by which applications must be received.
- 5.5 A complete set of application papers will normally consist of:
  - 5.5.1 host institution application forms;
  - 5.5.2 official copy of applicant's academic transcript;
  - 5.5.3 other supporting letters and academic background materials relevant to specific course selections, as requested during the application process.

## 6. RESPONSIBILITIES OF THE HOST INSTITUTION AFTER ADMISSION OF EXCHANGE STUDENTS NOMINATED BY THE HOME INSTITUTION

- 6.1 The host institution will provide such exchange student with formal letters of admission and other documents as may be required for establishing his/her student status for visa and other purposes.
- 6.2 The host institution will assign admitted exchange student to the appropriate school, department or division of faculty, and to appropriate academic advisers.
- 6.3 All appropriate student services and facilities of the host institution will be made available (where possible) to exchange students.
- 6.4 After the exchange student's completion of the period of study, the host institution will send the academic transcripts of the student's work to the appropriate officer of the home institution.



#### 7. FEES AND BENEFITS AT HOST INSTITUTION

- 7.1 Each exchange student will pay his or her regular fees for tuition, registration, admission and any other fees payable to the home institution and will receive any benefits from the host institution that are available for exchange students. Any additional benefits for exchange students may be provided by mutual written agreement between the Parties. Miscellaneous fees such as special course fees, key deposits, books, etc., will be paid directly by each exchange student to the host institution.
- 7.2 Each exchange student shall be responsible for his or her own costs and expenses at the host institution including without limitation his or her own costs and expenses in travel, meal and accommodation. However, the host institution agrees to assist exchange students in obtaining accommodation for the period of the Exchange Programme. Whenever necessary, the Parties will provide a guide as to the expenses to be encountered by the exchange student while living in the host country.

#### 8. INSURANCE, ENTRY AND VISA REQUIREMENT

- 8.1 Each exchange student should purchase his or her own health and accident insurance. Proof of adequate insurance coverage must be submitted to the administrative body of each Party. Neither Party will assume responsibility for expenditure derived from the student illnesses or accidents.
- 8.2 Each exchange student shall ensure that all entry and visa requirements of the country of the host institution are complied with. Both Parties agree to provide the exchange student with information regarding the pertinent legal provisions of each host country

#### 9. OTHERS

- 9.1 Exchange students will be expected to abide by the laws and customs of the host country and by the policies, rules and regulations of the host institution. Where possible they will also be required to sit the same examinations for the courses in which they are enrolled as students for the host institution.
- 9.2 Upon completion of the Exchange Programme at the host institution, the exchange students must return to their home institution.

#### 10. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

10.1 This Agreement shall be effective on and after the date of its signing by the authorized representatives of both Parties and remain in force for a period of five (5) years. Thereafter this Agreement shall be automatically renewed on a year to year basis or for a further period to be mutually agreed upon in writing by the Parties. On the anniversary of the Agreement, each Party will submit a brief report indicating any disparity in the number of exchange students and/or other issues or programmes.



10.2 Either Party may terminate this Agreement at any time by serving a written notice to the other Party at least three (3) months before the date of such termination. Notwithstanding such termination each Party agrees to carry out any negotiations and responsibilities assumed prior to the termination date.

#### 11. IMPLEMENTATION

Implementation of this Agreement is subject to sufficient funding being procured as appropriate by each Party.

#### 12. AMENDMENTS OR MODIFICATIONS

No amendments, modifications, supplements, termination or waiver of any provision of this Agreement will be effective unless made in writing and duly signed by both Parties.

#### 13. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this Agreement shall be in writing, in English and delivered personally or sent by registered or certified air mail or by courier or fax (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below:

(a) If to UM:

Faculty of Science

University of Malaya 50603 Kuala Lumpur

Malaysia.

Attention: Dean

Fax no.: +603 – 7956 6343

(b) If to BU:

International Relations Office

c/o...Vice Chancellor Office

Banasthali University

P.O.Banasthali-304022 Rajasthan Attention: Dr. Shalini Chandra Fax no.: 01438-228365

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**IN WITNESS THEREOF**, both Parties have caused this Agreement to be executed by their duly authorized representatives.

For and on behalf of the For and on behalf of UNIVERSITY OF MALAYA **BANASTHALI UNIVERSITY** PROF. DATO' DR. MOHD. AMIN JALALUDIN PROF. ADITYA SHASTRI Vice-Chancellor Vice-Chancellor 2 2 SEP 2015 12 4 NOV 2015 Date: In the presence of In the presence of PROF. DR. ZANAR AH ABDULLAH **SHALINI CHANDRA** Dean, Faculty of Science Coordinator-International Office





## MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITI TEKNIKAL MARA SDN. BHD. (UniKL)

And

BANASTHALI VIDYAPITH INDIA

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2015;

#### BETWEEN

UNIVERSITI TEKNIKAL MARA SDN. BHD. (Company No.: 570132-T), a company incorporated in Malaysia under the Companies Act 1965, for the purpose of managing UNIVERSITI KUALA LUMPUR, an institution of higher learning established and registered in Malaysia under the Private Higher Educational Institutions Act 1996 (Registration No. KP/JPS/DFT/US/B08) and having its Chancellery address at 1016, Jalan Sultan Ismail, 50250 Kuala Lumpur, MALAYSIA (hereinafter referred to as "UniKL") of the one part;

#### AND

Banasthali Vidyapith, India notified under Section (3) of University Grants Commision Act, Government of India (hereinafter referred to as "Banasthali University") of the other part.

UniKL and Banasthali University shall be collectively referred to as "the Parties" and individually as "the Party".

#### PREAMBLE:-

A. UniKL is fully owned by Majlis Amanah Rakyat (MARA), a Statutory Body established under the Majlis Amanah Rakyat Act 1966 (Act 489) is committed to provide world-class educational programmes and technical learning with the aim of producing global enterprising professionals who shall explore and develop technology for the benefit of the nation and mankind.

- B. Banasthali Vidyapith was established in 1935 and has been notified by the Government of India as an Institution Deemed to be University. Today, it stands as the world's largest fully residential women's university situated in the Indian state of Rajasthan at its sprawling campus spread over 850 acres. Banasthali University houses more than 12,000 women students from almost all parts of India on its campus pursuing an indigenous blend of 'Five Fold Education'. It offers a number of programmes spread over vast variety of disciplines like Arts, Science, Law, Commerce, Education, Humanities, Fine Arts, Management, Computer Engineering, Information Technology. Journalism and Mass Communication at all levels and having its distinctive ideology to prepare enlightened citizens with a strong value base
- C. The Parties assure each other that their co-operation shall be based upon mutual trust and their performance is to achieve a sustainable relationship.

#### **OBJECTIVES:-**

The Parties agree with each other that the objective (hereinafter referred to as the "objective") of this MoU are as follows:-

(a) To develop academic and educational cooperation and to promote mutual understandings between the universities.

## TO REALISE THE SAID OBJECTIVE, the Parties hereby agree and declare as follows:-

#### 1. The Parties shall endeavor to undertake the following activities:

- 1.1 Development and conduct of academic and professional training programmes;
- 1.2 Exchange of technical know-how and advisory;
- 1.3 Exchange of academicians for the purposes of value-added study, training and research;
- 1.4 Exchange of students for the purposes of value-added study, learning and research;
- 1.5 Joint research and teaching activities;
- 1.6 Joint participation in course development and delivery; and
- 1.7 Other potential collaboration activities that benefit both countries in the areas of education, R&D, social and culture.

#### 2. NOW IT IS AGREED BY THE PARTIES as follows:-

2.1 The Parties shall undertake to prepare detailed arrangements for the implementation and development of specific activities of the Programme within the framework of this MoU through meetings, exchanges of letters and other formal instruments. Each Party shall identify its area of activities and shall be responsible for coordinating the implementation of the said area of the activities. Each Party shall assign a person to be in charge and be responsible for the implementation, negotiation and managing changes of the activities and maintaining compliance with this MoU.

- 2.2 The Parties shall consult each other upon request of either Party regarding any matter relating to or arising out of this MoU and shall at all times endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstanding which may arise. The Parties shall ensure that all the activities identified for implementation or described in the schedules thereto comply with all applicable laws in force, especially the laws in Malaysia.
- 2.3 This MoU shall take effect from the date of the execution of this MoU and shall be valid for a period of **three (3) years** unless otherwise terminated in accordance with Clause 2.4 of this MoU. This MoU may be renewed by either Party by giving to the other Party not less than **three (3) months** written notice before the expiry period of this MoU. This MoU shall form the framework for any formal Agreements to be drawn up between the Parties.
- 2.4 This provisions of this MoU may be modified or amended by mutual agreement in writing of the Parties and may be terminated by either Party by giving **three (3) months** prior written notice to the other Party. However, any program or activity that has been approved and in progress at the time of termination of this MoU shall continue to be carried out until its schedule completion, unless otherwise agreed upon in writing by both Parties.
- 2.5 The Parties shall at all times keep confidential and shall not disclose to any third party, persons or individual any confidential information acquired or discovered by either Party in connection with the performance of this MoU unless otherwise authorized in advance in writing by either Party.

- 2.6 Nothing to this MoU shall prevent the Parties from contracting with any third Party on a similar basis with regards to the subject matter of this MoU.
- 2.7 Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any contract, commitment or agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This MoU shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 2.8 Any notice to be given hereunder by either Party to the other may be sent by facsimile transmission, other electronic means and confirmed in writing or by first class recorded delivery paid post addressed to the address of the other Party as follows:-

UniKL:

President/CEO 31st Floor Universiti Kuala Lumpur 1016 Jalan Sultan Ismail 50250 Kuala Lumpur Tel No. +(603) 2175 4000 Fax No. +(603) 2175 4333

Attn: Prof. Dato' Dr. Mazliham

Bin Mohd Su'ud

Banasthali

Vice- Chancellor

University

Banasthali University

P.O.Banasthali- 304022 INDIA

Tel.No. +(91) 1438 228787/228373

Fax No. +(91)1438228365

Attn: Prof. Aditya Shastri

2.9 The Parties hereby agree that this MoU is not conclusive and/or exhaustive and shall not bind the Parties hereto. Instead this MoU outlines the general understanding and the framework for mutual cooperation between the parties and is intended to pave the way to enter into formal Agreement/Agreements after which this MoU shall de deemed of no effect whatsoever.

{The remainder of this page is intentionally left blank}

**IN WITNESS WHEREOF** the Parties hereto have caused this MoU to be signed in their respective names on the day and year first above written.

SIGNED by
For and on behalf of
UNIVERSITI TEKNIKAL
MARA SDN. BHD.

Prof. Dato' Dr. Mazliham Bin

Mohd Su'ud

President/CEO

In the presence of:

Prof. Dr. Azanam Shah Hashim

Deputy President (Academic & Technology)

**SIGNED** by

For and on behalf of

**BANASTHALI UNIVERSITY** 

Prof. Aditya Shastri

Vice- Chancellor

In the presence of:-

Tripti Sharma

International Relations Coordinator





#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

## THE UNIVERSITÉ DE PERPIGNAN VIA DOMITIA (France)

AND

### [BANASTHALI UNIVERSITY] (India)

#### Between

The Université de Perpignan Via Domitia (UPVD)
Represented by its President LORENTE Fabrice
Located 52 avenue Paul Alduy - 66860 Perpignan CEDEX – France

Hereinafter referred to as « UPVD »

#### And

Banasthali University
Represented by its Vice- Chancellor SHASTRI Aditya
Located P.O. Banasthali Vidyapith- 304 022- India

Hereinafter referred to as « Banasthali University»

UPVD and Banasthali University are hereinafter referred to individually as the "Party" and jointly as the "Parties".

#### **WHEREAS**

UPVD is a public higher education institution which strives to enhance and strengthen its training and research and development activities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking;

Banasthali University an Institution deemed to be University, notified by the Government of India vide its notification no. F.9-6/81-U.3 dated 25 October, 1983 under Section 3 of the UGC Act, 1956 and having its office at Banasthali Vidyapith P.O. Banasthali Vidyapith-304022, Rajasthan, India is a Private higher education Institution which strives to enhance and strengthen its training and research and development activities and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking;

The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein; and



#### HAVE REACHED AN UNDERSTANDING as follows:

#### ARTICLE I - Objective

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop training and research co-operation between the Parties on the basis of equality and mutual benefit.

#### ARTICLE II - Areas of co-operation

- 2.1. Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
  - exchange of teaching and research personnel;
  - b) exchange of administrative and other personnel;
  - c) exchange of students;
  - d) collaboration in research projects;
  - e) establishment of joint programs;
  - f) any other areas of co-operation to be mutually agreed upon by the Parties.
- 2.2. Credit earned by the student at the host institution will be accepted by the parent institution with prior approval of the appropriate designated academic officer of the parent institution.
- 2.3. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 2.1, the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of disputes" as contained in Annex1 of this Memorandum of Understanding.

#### ARTICLE III - Financial terms and conditions

This Memorandum of Understanding will not give rise to any financial obligation by one Party to other. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding.

Banasthali University being a fully residential institution does not have any off-campus housing options and all exchange students are accommodated in on-campus housing available. Please note that Banasthali University does not charge any tuition fee. The exchange students will be charged Euro 2500 per semester against boarding, lodging and a small fee towards enrollment, health insurance and student activity is charged, in addition to immigration facility charges as per actuals. Similarly UPVD will not charge any tuition fee and will provide exchange students all possible assistance in looking for accommodation.

#### ARTICLE IV - Effect of Memorandum of understanding

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

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Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.

#### ARTICLE V - Communication

Any and all communications under this Memorandum of Understanding or under specific agreement concluded subsequently shall be addressed to the responsible of its execution:

#### For UPVD:

\* Academic Responsible:

MARTY Jean-Louis Vice-President for International Relations Université de Perpignan Via Domitia SURI - 52, avenue Paul Alduy 66860 Perpignan CEDEX – France ilmarty@univ-perp.fr

\* Administrative contact person:

CANADAS Sandrine
Director
Service Universitaire
des Relations Internationales
Université de Perpignan Via Domitia
52, avenue Paul Alduy
66860 Perpignan CEDEX – France
sec-suri@univ-perp.fr

#### For the Banasthali University

\* Academic Responsible:

CHANDRA Shalini
Associate Professor & Coordinator
International Relations
Banasthali University
P.O. Banasthali Vidyapith-304 022 – India
chandrshalini@gmail.com

\* Administrative contact person:

SHARMA Tripti
Co-ordinator
International Relations Office
Banasthali University
P.O. Banasthali Vidyapith-304 022 – India
triptish03@gmail.com

#### ARTICLE VI - Duration and termination

#### 6.1. Duration

This Memorandum of Understanding must be approved by the competent authorities of both Parties. It shall enter into force on the date of signature by both contracting parties and shall be valid for a period of **five (5) years**.

Any amendment and/or change to the present text, brought about upon common agreement between the contracting parties, must be submitted to the competent authorities. In case of modifications, it may be reviewed by the Parties. An addendum shall be drawn up upon agreement of both Parties. It can be extended for a further period upon common agreement of the Parties six (6) months before its term.

#### 6.2 Termination

This Memorandum of Understanding can be terminated by one partner or the other at any moment, provided a six (6) months advance notice. Its termination will only be effective six (6) months after a registered letter with recorded delivery with acknowledgment of receipt has been sent by one of the Parties to the other.

#### ARTICLE VII - Language

This Memorandum of Understanding is drawn up in two (2) original copies in English. Each party received a copy.

Drawn up in Perpignan, on 1er avril 2016 Drawn up in Banasthali, on 190cf, 2015.

President of Université de Perpignan

SUPERIEURE

Via Domitia

Vice- Chancellor of Banasthali University

SHASTRI Aditya

#### MEMORANDUM OF AGREEMENT BETWEEN BANASTHALI UNIVERSITY

(Rajasthan, India)



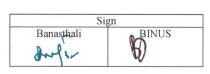
This Memorandum of Agreement (hereinafter referred to as "Agreement") is made in 2015 by and between:

- I. **BANASTHALI UNIVERSITY**, a university duly established and organized under the law of Republic of India with its registered office at Banasthali University, P.O. BANASTHALI VIDYAPITH-304 022 (Raj), INDIA., in this matter represented by **Prof. Aditya Shastri**, in his capacity as Vice-Chancellor (hereinafter referred to as "**Banasthali**"); and
- II. **BINUS UNIVERSITY**, a university duly owned and organized by Yayasan Bina Nusantara that is established and organized under the law of the Republic of Indonesia with its registered office at Jl. K.H. Syahdan No. 9, Palmerah, Jakarta 11480, Republic of Indonesia, in this matter represented by **Dr. Ir. Boto Simatupang**, **MBP** in his capacity as Vice Rector Global Employability & Entrepreneurship (hereinafter referred to as "**BINUS**").

(Banasthali and BINUS are hereinafter individually referred to as the "Institution" and jointly referred to as the "Institutions")

Banasthali and BINUS, desiring to establish collaborative relations between the two Institutions to promote friendship and to co-operate in a mutually beneficial association, have agreed to promote interest in the teaching and learning activity.

- I. The purpose of cooperation between Banasthali and BINUS are as follows:
  - a. To promote interest in the teaching and learning activities of the respective Institutions;
  - b. To deepen the understanding of the economic, cultural and social issues that make up the environment of the respective Institutions; and
  - c. To establish an arrangement to enable students of both Institutions to have credit earned at the host Institution apply to their degree programs at the parent Institution.



- II. To achieve these goals, Banasthali and BINUS will do the following insofar as the means of each allow:
  - a. To carry out joint research projects;
  - b. Promote institutional exchanges by inviting faculty and staff of the partner Institution to participate in a variety of teaching or research activities and professional development;
  - c. Receive students of the partner Institution for periods of study and/or internship;
  - d. Organize symposia, conferences, short courses and meetings on educational issues:
  - e. Carry out joint continuing education programs and
  - f. Exchange information pertaining to developments in teaching, learning and student development at each Institution.
- III. The Institutions hereto shall appoint representatives to carry out the planning of academic, cultural, linguistic and other programs for the visiting students:

#### For BANASTHALI UNIVERSITY

Attention

: Shalini Chandra- Coordinator International Relations Office

Address

: International Relations Office, BANASTHALI VIDYAPITH-304

022 (Raj), INDIA.

Telephone

: 01438-228787

Facsimile

: 01438-228685

Email

: chandrshalini@gmail.com

#### For BINUS UNIVERSITY

Attention

: Laily Alfa Citra – International Office Manager

Address

: Jl. Kebon Jeruk Raya no 27, Kebon jeruk Jakarta Barat 11530

Telephone

: +6221 5345830 ext 1321

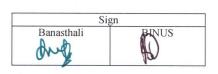
Facsimile

: +6221 5300244

Email

: laily ac@binus.edu

- IV. For the exchange students program as stated on article II (b), both institutions agree to accept maximum 10 (ten) students every academic year. The exchange period will be 1 (one) semester to 1 (one) academic year. It is understood that 2 (two) students for 1 (one) semester exchange are equivalent to 1 (one) student for 2 (two) semesters exchange. Both Institutions agree to maintain balance of the number of the exchanged students over the term of this Agreement.
- V. Credit earned by the student at the host Institution will be accepted by the parent Institution with prior approval of the appropriate designated academic officer of the parent Institution. For the exchange students who withdraw before the end of exchange period, both Institutions agree that there will be no replacement for said students. However, both institutions agree to send the last transcript obtained by said students.
- VI. The exchange students will remain members of their parent Institutions and pay the tuition fees to the parent Institution during the exchange period. The exchange students will be rewarded degree by the parent Institution.



- VII. Banasthali being a fully residential institution does not have any off-campus housing options and all exchange students are accommodated in on-campus housing available. The exchange students will be charged Euro 2500 (two thousand and five hundred) per semester against boarding and lodging (including 3 (three) meals per day, and pick up from airport excluding student excursion and out campus trip). On the other hand, BINUS will provide exchange students with all possible assistance in looking for accommodation. The accommodation fees as well as living expenses, student excursion, and out campus trip will be borne by each exchange student. Both Institutions agree to support safe and positive studying environment.
- VIII. Exchange students will be subjected to the rules and regulations of the host Institution. They will be entitled for major academic resources and support services generally available to full-time students at the host Institution.
- IX. Each Institution will issue appropriate documents for visa purposes in accordance with the current law, although is it ultimately the responsibility of the individual student to obtain a proper visa in a timely manner.
- X. The travel cost from parent Institution to host Institution and back and within the respective countries will be the responsibility of the individual visitor.
- XI. Exchange students are required to arrange their own insurance against illnesses and accidents covering the period of their stay in the country of the host Institution.
- XII. The present Agreement shall be reviewed upon written request by either Institution at any time. Modifications are executed and approved through the addenda to this Agreement.
- XIII. This Agreement shall commence on the day that it is signed on behalf of Banasthali and BINUS and shall remain in effect for a period of 5 (five) years, during which it may terminated by either Institution at any time. Such termination by one Institution shall be effected by giving the other institution at least 6 (six) months' advance written notice of its intention to terminate. Termination shall be without penalty. If this Agreement is terminated, neither Banasthali nor BINUS shall be liable to the other for any monetary or other losses that may result.
- XIV. Both Institutions agree that in the event of termination, the students who have commenced the exchange program prior to the termination date may complete the course of study in accordance with the terms of this Agreement.
- XV. Both Institutions agree to follow up the other cooperations mentioned in this Agreement and to regulate further the implementation of such cooperations in separate Agreement(s).
- XVI. The Agreement empowers and obliges only the signing institutions not individual persons.
- XVII. Any dispute or disagreement arising between the Institutions concerning this Agreement shall be first negotiated and conciliated.



- XVIII. Annexes to this Agreement (if any) are parts that cannot be separated and have the same legal force and as binding as other provisions of this Agreement. In the event of an inconsistency between the terms and conditions of the Annexes and Agreement, the Agreement shall prevail.
- XIX. The Institutions guarantee that they are represented by the authorized persons indicated as signing this Agreement.

**IN WITNESS WHEREOF,** the undersigned being duly authorized thereto, have signed this Agreement.

Signature:

Signature:

Date: 4 May 2015

Dr. Ir. Boto Simatupang, MBP
Vice Rector Global Employability and
Entrepreneurship

BINUS University

**Prof. Adifya Shastri** Vice-Chancellor

Banasthali University



राजस्थान RAJASTHAN

C 444495



This Memorandum of Understanding ("MoU") is signed on \_\_\_\_\_\_ at \_\_\_\_\_ to record the following understandings reached in discussions between:



M/S MULTI COMMODITY EXCHANGE OF INDIA LTD., a company registered under the Companies Act 1956, having its registered Office at Exchange Square, CTS No. 255, Suren Road, Chakala, Andheri (East), Mumbai 400 093 hereinafter referred to as "MCX" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the One Part;



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BANASTHALI VIDYAPITH an 'Institution Deemed to be University' under Section 3 of the UGC Act 1956 having its registered office at Banasthali Vidyapith, P.O Banasthali Vidyapith, Rajasthan, India, hereinafter referred to as "BANASTHALI(" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the Second Part;

"MCX" "BANASTHALI" shall hereinafter referred to as such or individually as "Party" and collectively as "Parties".

#### WHEREAS:

- The commodity market plays a vital role in the economic development of the country. The industry is expected to create a significant number of job opportunities in the next decade to come.
- MCX, being the largest commodity exchange in the country, in collaboration
  with Banasthali an all-women's University, a dynamic and progressive academic
  institute aims to ensure that needs of the industry are met through supply of
  highly skilled professionals.

#### 1. OBJECTIVES

Some of the major objectives to be accomplished by the Parties collectively through this MoU are as follows –

- The Parties will consider and explore the opportunities of jointly conducting various interactive sessions, faculty development programme, research programmes, seminars, conferences and conclaves.
- BANASTHALI may launch full, part-time, Post Graduate Executive Diploma courses in Commodity and Currency Derivative Markets, wherein MCX will provide inputs for design of the curriculum and other assistance wherever is possible.

BANASTHALI will consider at its discretion to introduce one chapter on

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Page 2 of 14

"Commodity derivatives" in its curriculum for the programs offered incareas of management and commerce, wherein MCX Training and Certification Cell will provide the required content and other reading material.

- The parties agree to conduct MCX Commodity Professional (MCCP certification under the following understanding -
  - MCCP certification shall be made available to all BBA and MBA students of Banasthali on regular mode.
  - The course calendar of MCCP programme should match with the certificate course calendar of BANASTHALI.
  - They may seek to offer the Program for interested students of its other Courses in the Faculty of Commerce, Management, Economics and the like.
  - o MCX will allow students of BANASTHALI in batches to appear for the online test of the Certification Program of the Exchange, on payment of applicable fees to MCX (Currently, Rs.1500 each plus taxes per candidate) by BANASTHALI. The online test will be conducted at BANASTHALI premises under the supervision of Exchange officials.
  - MCX may use the Computer Labs of BANASTHALI at no cost for conducting the online certification tests.
  - BANASTHALI at its discretion may independently charge a Course
     Fee on the students for facilitation of the Program.
  - MCX will make reference materials available to the candidates;
  - o MCX will provide faculty support at BANASTHALI premises on mutually agreed upon dates for no charges. MCX will also provide necessary faculty assistance to conduct a 'Faculty Development Program" for the teaching staff of BANASTHALI. However, the cost of travel and stay of the deputed faculty will be borne by BANASTHALI.
  - The Parties will share each other's publications; however the copyright shall remain with original content generator.
    - The research department of the Exchange will also contribute articles and Page 3 of 14

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- other research studies in the area of commodity derivative markets to BANASTHALI Publications.
- The Parties agree to render necessary support wherever applicable and subject to necessary approval from the relevant regulatory bodies. Based on the above understanding, the Parties have agreed to participate and promote the development of commodity futures market.

#### 2. COMMERCIALS

All commercial parameters of costs will be evaluated independently by both the Parties and wherever cost needs to be mutually shared, such initiatives would be decided by mutual consent of the Parties.

#### 3. COMPLIANCE WITH REGULATIONS

Nothing in this MoU shall apply where such application would be in breach of the laws and regulations in force from time to time or Rules, Bye Laws, Business Rules of any of the Parties.

#### 4. TERM AND TERMINATION

- a) This MoU will come into effect on the date on which the same is signed by both the parties and duly executed and shall continue for 36 months (hereinafter referred to as the "Initial Term"), unless it is terminated sooner under the termination provision(s) of this MoU.
- b) At the conclusion of the Initial Term (the date of such conclusion being the "Renewal Date") this MOU shall automatically renew for another 24 months period from the Renewal Date and thereafter, the MOU shall automatically renew for successive 1 (one) year periods, provided however, that either Party terminated it sooner under the termination provision(s) of this MoU.
- c) Either Party may terminate this MoU at any time in the event of breach of any of the terms and conditions contained herein, including but not limited to the breach of Confidential Information (as defined hereinafter), by the other Party of any of its obligations under this MOU, which breach, if capable of cure or remedy, has

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not been cured or remedied within 30 days of the receipt of written notice of such breach or failure.

d) This MoU may be terminated unilaterally by 30 days written notice by either Party to the other Party at any time during the Term.

e) Termination of this MoU shall be without prejudice to any rights and liabilities the parties accrued prior to the date of termination.

f) No termination shall affect the completion of any of the study programs by the students who might have already registered for such program(s), however no further enrolments will take place for the said program.

#### 5. AMENDMENT

This MOU shall not be amended, altered or modified, or any provision herein shall not be waived except by an instrument in writing expressly referring to this MOU and signed by the duly authorized representatives of both the Parties, and no verbal contract or conduct of any nature relating to the subject matter hereof or to the relationship between the Parties will be considered valid and enforceable.

#### 6. LEGAL EFFECT

- a) Except for the confidentiality obligation and termination, this MoU shall not impose any legal obligation on either Party, and shall not create any rights enforceable by any third party.
- b) Conclusion of this MoU shall not imply the establishment of any partnership or joint venture between both parties. Either Party shall not hold any rights to establish such relationship without obtaining prior approval, in writing, from the other Party.
- c) Further, both Parties understand that this MoU is only an expression of goodwill aimed at developing and building a relationship of mutual cooperation.

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#### 7. REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Party hereby represents and warrants to the other Party as follows:

- a) It is duly organized and validly existing under the laws of India and has full power and authority and has all material governmental licenses, consents and approvals necessary to own its assets and properties and to carry on its business as now conducted.
- b) It has all necessary powers, authority and approvals to execute and deliver this MoU and to perform all of its obligations arising or created hereunder.
- c) The matters contained in this MoU have been negotiated in an arms' length manner.
- d) Person signing onto this MoU on behalf of the Parties has been duly authorized to do so.
- e) Upon execution and delivery hereof and at the execution of this MOU and any subsequent MoUs as contemplated herein, all of such shall be legal, valid and binding obligations of Parties and shall be enforceable against Parties in accordance with their respective terms.
- f) It shall perform its role in the manner specified in this MoU and fulfill its duties, and obligations in the manner specified in this MoU.

#### 8. SURVIVAL OF RIGHTS

Termination of this MoU shall be without prejudice to any other rights of the Parties, which may have accrued up to the date of such termination and the rights of the Parties, to terminate this MoU are not intended to be exclusive but shall be in addition to every other remedy or right now or hereafter existing including the right to recover damage and to a decree requiring any appropriate performance required by this MoU.

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NOTARY PUBLIC, NEWAY

#### 9. TRADEMARKS, COPYRIGHTS AND ADVERTISING

Except as specifically set forth in this MoU, nothing in this MoU confers upon any Party any right to use the other Party's trademark, trade names or service marks or Copyrights in connection with any product, service, promotion or publication, nor shall any party adopt any trademark which is confusingly similar to any of a trademark of the other party so as to indicate equivalence or affinity to, or applicability or compatibility with any product of the other party.

#### 10. INDEMNIFICATION

Both Parties shall indemnify and keep indemnified the other Party along-with its directors, employees, officers, servants, agents and representatives from and against any and/or all claims, demands and action and any liabilities, damages or expenses resulting there from, excluding court costs and attorney's fees, arising out of or relating to breach of any terms of this MoU by other Party under this MoU.

#### 11. CONFIDENTIALITY

- a) Each Party undertakes to:
  - Keep all shared non-public information or matters that arise or that come to its attention or its personnel's attention pursuant to and in the course of the performance of the terms of this MOU ("Confidential Information") private and confidential;
  - ii. Not at any time, for any reason whatsoever, disclose such Confidential Information or permit such Confidential Information to be disclosed to any third party except as permitted hereunder or except with the express written consent of the disclosing Party; and
  - iii. Not use any Confidential Information other than for any purpose as may be required under the terms of this MOU .

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- b) The obligation of confidentiality referred to in Clause 11(a) shall not apply to any Confidential Information which:
  - i. Shall have come into the public domain without fault on the part of the receiving Party;
  - Is already known to the receiving Party at the time disclosure as evidenced by written records;
  - iii. Was disclosed to the receiving Party by a third party without any breach of any confidentiality obligation imposed on such third party; or
  - iv. Is lawfully and independently developed by the receiving Party without reference to the Confidential Information.
- c) No disclosure of Confidential Information shall be made by the receiving Party to any third Party without the prior written consent of the other Party except:
  - i. Where, as required to be disclosed by law, regulation or any governmental or regulatory authority having competent jurisdiction over the receiving Party, subject to Clause 11(d) hereof and only as long as the receiving Party consults the other Party in advance of such disclosure concerning the proposed form, timing, nature and purpose of the disclosure and; or
  - ii. to (i) the receiving Party's respective officers, employees, group undertakings, advisers and agents; and (ii) the officers, employees and partners of any such adviser, agent or representative of those group undertakings, ("Connected Persons") and solely for the purpose of carrying out a Party's obligations under this MOU.
- d) In the event that the receiving Party is obligated to disclose any Confidential Information the receiving Party shall immediately inform the disclosing Party of such an obligation and to the extent practicable, allow the disclosing Party to contest such disclosure. Any disclosure made pursuant to Clause 11(c) shall be made by the receiving Party only to the extent required by the relevant law, regulation, order, directive or requirement.

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- e) Each Party shall ensure that each of its Connected Persons who receives any Confidential Information is aware of and agrees to the terms of this MOU. Each Party shall keep the other Party informed of the Connected Persons' identity. The undertakings given by each Party in this MOU are given on each Party's own behalf, and as a principal for each of its Connected Persons with their full knowledge and authority.
- f) Save where mutually agreed or required by any law, regulation or rules to which a Party is subject, neither Party shall publish any news releases or issue any announcements or denials or confirmations in any medium concerning all or any part of this MOU, including the existence and terms of this MOU.
- g) Following the termination or expiry of this MOU, each Party and its respective Connected Persons shall destroy or return to the other Party on demand any document supplied to it (including any notes, analyses or MOU prepared by it) containing any Confidential Information and any copies which may have been made, and take reasonable steps to expunge all Confidential Information from any computer, word processor or other device containing any Confidential Information. Any destruction of Confidential Information by either Party or its respective Connected Persons shall be certified in writing to the other Party by an authorised officer supervising such destruction. The undertakings in this clause shall not apply to Confidential Information which either Party or its Connected Persons must retain under any applicable law, rule, internal documentation policy or regulation, including the rules of a professional body.
- h) The provisions shall survive for a period of two years following termination of this MOU.

#### 12. FORCE MAJEURE

a) Neither Party shall be liable to meet contractual obligation under this MoU due to force majeure.

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- b) Force Majeure shall mean such unforeseeable occurrences beyond the reasonable control of a Party such as Act of God. Starke War or was like conditions, riots, sabotage, terrorism, acquisition or embarge or restriction by or actions, omissions or interventions of public authorities (including but not limited to changes in laws regulations or import/export, security restrictions).
- c) Either Party shall give to the other party promptly, a notice in writing describing the nature of the event. The Parties agree to use their best efforts to minimize the effect, which any event of Force Majeure, may have upon their respective obligations under this MoU. During such period when the event of Force Majeure continues, the obligations of the Parties shall stand suspended. The Parties further agree to take all reasonable steps to mitigate the event of Force Majeure as quickly as possible and resume performance of the obligation as soon as possible after it ceases.
- d) If either Party is unable to carry out its obligations by reason of Force Majeure as defined above and the force majeure continues for a period of fourteen (14) days, then the other Party may by giving thirty (30) days' notice in writing, terminate this MoU. Any such termination shall be without prejudice to any of the right of the Parties accrued prior to the date of such termination. Even though the present MoU cease to exist the relevant admitted batch shall be allowed to continue till the completion of the course and where relevant MCX will issue the certificates.

#### 13. SEVERABILITY

In the event that any terms, conditions or provisions of this MoU is held to be in violation of any applicable law, statute or regulation the same shall be deemed to be deleted from this MoU and shall not affect the validity or enforceability of the remaining rights, duties and obligations under this MoU.

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#### 14. ENTIRE MOU

The Parties hereto acknowledge that this MoU constitutes the entire understanding and MoU between the Parties on the subject matter herein contained and shall supersede, cancel and replace all prior MOUs, arrangements, understandings or agreements, if any, whether oral or written between the Parties hereto with respect to the subject matter hereof.

#### 15. ASSIGNMENT

Except as agreed in this MoU neither Party shall have the right to assign or otherwise transfer this MoU, or any right or obligation under this MoU to any other Party, without the prior written consent of the other Party.

#### 16. DISPUTE RESOLUTION

- a) Any and all disputes or differences between the parties arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled by negotiations between the Parties amicably through consultation between representatives of both the Parties.
- b) Any dispute or difference arising out of or in connection with this MoU or its performance, which cannot be amicably settled within 30 (thirty) days, shall be referred to the sole arbitrator to be appointed by mutual understanding between the Parties. If the Parties cannot mutually agree upon the same, then the dispute shall be decided by panel of 3 (three) arbitrators, one arbitrator each being appointed by the MCX and BANASTHALI and the third arbitrator shall be appointed by the two arbitrator so appointed by the parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The award passed by the Arbitrator shall be final and binding on the Parties. The language of arbitration shall be English and the venue of arbitration shall be Mumbai.
- c) Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrator(s) direct otherwise.

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extent reasonably practicable based upon the nature of the disput the pendency of a Dispute Resolution.

e) The arbitration proceedings including the arbitration

confidential.

#### 17. GOVERNING LAW & JURISDICTION

This MoU shall be governed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

#### 18. COUNTERPARTS

This MoU may be executed in duplicate, each of which shall be deemed to be an original, but both together shall constitute one and the same MoU.

#### 19. SURVIVAL

Clauses relating to confidentiality, indemnification, limitation of liability, governing law & jurisdiction and arbitration & dispute resolution and other covenants specifically stated, to be surviving the termination of this MoU, shall continue to be applicable to the Parties even after termination of this MoU.

#### 20. LIMITATION OF LIABILITY

Under no circumstances shall either party be liable to the other for any special indirect or consequential damages, including, but not limited to, loss of profit, loss of use, loss of revenues or damages to business or reputation arising from the performance or non-performance of any aspect of this MoU.

#### 21. NOTICES

All notices relating to this MoU will be sent by registered post or by fax or delivered in person to the addresses specified at the beginning of this MoU or to

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such other addresses as may be notified by either Party to the other. Notices will deemed to be received on proof of delivery or two (2) days after being sent whichever earlier.

#### 22. WAIVER

Save and except as expressly provided in this MoU, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in Party under this MoU and otherwise shall constitute a waiver by that Party of that or any other right, remedy or power available to it. Any waiver of a right available to a Party under this MoU or otherwise must be in writing.

#### 23. NON SOLICITATION

For the purposes of this MoU, both Parties agree not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the prior written consent of the other during the term of this MoU and for an additional period of one year after termination.

#### 24. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in form of patents, copyright, registered designs, trademarks, knowhow and service marks (whether registered or not), database rights, design rights, moral rights and other property rights in jurisdictions where this MoU is applicable or otherwise, including similar rights as the foregoing, including those subsisting in inventions, drawings, performances, software, semiconductor topographies, business names, and in applications for the protection of any of the foregoing, vested with either Party shall continue to vest in that Party.

#### 25. PRIMARY CONTACTS

The Parties intend to designate individuals that will serve as primary contacts between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts. The designated

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primary contacts for the Parties are listed hereinafter in this Mol

Multi Commodity Exchange of India Ltd

D.G. Praveen, Vice President, Research & Planning

Telephone: +91-22-6731888 Ext. 9368

Fax: +91-22-66494151

Email: Praveen.d@mcxindia.com

Banasthali Vidyapith

Mr. Harsh Purohit, Professor and Dean, FMS

Telephone: +91-1438-228956

Fax: +91-1438-228365

Email: deanwisdom@banasthali.in

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day

Rg. No.664

Exp.Date

and the year first above written.

For Banasthali Vidyapith	For Multi Commodity Exchange of India Limited
	and the state of t
	X N H
Authorized Signatory	Authorized Signatory
Name: Mr. Harsh Purohit Designation: Professor and Dean, FMS	Name: Mr. Parveen K Singhal Designation: Jt. Managing Director
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Signature	Signature
Witness	Witness
Mr. Tarun Soni	Mr. Praveen DG
Asst. Professor	Vice President
FMS, Banasthali Vidyapith	Research & Planning
Ta L	
Signature	Signature

ATTESTED Lajendra Sharma

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# वनस्थली विद्यापीठ

पो. वनस्थली विद्यापीठ ३०४०२२ (राजस्थान)



BANASTHALI UNIVERSITY
P.O. BANASTHALI VIDYAPITH 304022
(RAJASTHAN)

Ref. No. BU/VED/BT/F-I/11401/2013-14

Dt.:17.01.2014

Sub: Memorandum of Understanding (MOU) for short term trainings.

Dear Dr Bansal,

With reference to you the letter dated 13.01.2014, I am enclosing herewith two copies of the signed Memorandum of Understanding (MOU) for short term trainings of our M.Sc. Biotechnology and M.Sc. Applied Microbiology and Biotechnology students as per the required format for your kind perusal.

Please send a duly signed copy to us for our records.

With best regards

Sincerely

Prof Vinay Sharma

Head, Dept. of Bioscience & Biotechnology Dean, Faculty of Science & Technology

Dr. K.C. Bansal,
Director
National Bureau of Plant Genetic Resources,
Indian Council of Agricultural Research,
Ministry of Agriculture (Govt. of India),
Pusa Campus, New Delhi-110012

विश्वविद्यालय अनुदान आयोग अधिनियम की धारा (3) के अन्तर्गत अधिघोषित Notified under section (3) of University Grants Commission Act. टेलीफोन Telephone : 01438 - 228324 • पी बी एक्स. PBX : 228341 • website : www.banasthali.org • e-mail : info@banasthali.ac.in

# MEMORANDUM OF UNDERSTANDING (MoU) FOR SHORT-TERM TRAININGS

between

Name of the University Banasthali Vidyapith, Rajasthan-304022

and

National Bureau of Plant Genetic Resources, Pusa Campus, New Delhi

1. Consequent to the approval of the <u>guidelines</u><sup>1</sup> for the students to conduct research for their degree programme as trainees at ICAR institutions in the 225<sup>th</sup> Governing Body meeting of the ICAR and the resultant circular F. No.2-8/2012-HRD Dated 11<sup>th</sup> December, 2012 sent by the Education Division of the ICAR

2. To accommodate **short-term** post graduate training in cutting edge areas by facilitating students to seek specialized guidance and facilities of NBPGR (including regional stations) on the basis of

the said guidelines

3. To comply with need of a MoU as per the said <u>guidelines</u> while ensuring that the MoU promotes the major function of NBPGR (including regional stations)

This MoU is entered into on the 17<sup>th</sup> day of January (month), 2014 (Year)

by and between

Banasthali Vidyapith, Rajasthan 304022

(Name of the University)

(hereinafter University) represented by the Dean, Faculty of Science & Technology

and

National Bureau of Plant Genetic Resources, New Delhi 110012 (hereinafter NBPGR) represented by the Director

The signatories shall agree and abide by the contents of the memorandum notified in the post-pages and the memorandum shall come into force with the signatures of the representatives of the parties indicated at the end of the document.

Logo of NBPGR



Logo of the University



<sup>&</sup>lt;sup>1</sup> Available at http://www.nbpgr.ernet.in/PGREducation/effternal\_students

#### General

- The said University is a UGC-Recognized university/deemed-to-be-university may be within National Agriculture Research System (AUs/ICAR DUs) or outside NARS (Central/ State Govt./ Public Sector funded institutions/ State Universities/ PSU/ Autonomous bodies/ Statutory Corporations/ Private Universities or Institutions).
- 2. The MoU shall govern eligible students registered with the *University* to work in the laboratories/other facilities of NBPGR (including regional stations)
- 3. The University with whom NBPGR has signed MoU, will send the list of eligible students. Students shall not approach NBPGR on their own.
- 4. Upon availability of training slot (scientist's time and bench space) and approval of the Director, NBPGR, the University will be intimated about acceptance of the student(s) for training.
- 5. Minimum period of attachment will be six months.
- 6. Number of students allocated to each scientist normally may not exceed two at a given time.
- 7. NBPGR shall issue a certificate on the successful completion of the training and submission of dissertation.

#### Fee Structure

8. The students shall be uniformly charged a fee of Rs. 30,000/- plus service tax as per semester (6 months) (the rates are w.e.f. 01-01-2014). NBPGR may review the fee structure periodically after two years.

# Intellectual Property Rights (IPRs)

- 1. All IPRs (existing or generated during of research) shall exclusively rest with NBPGR (hence ICAR).
- NBPGR will hold the right to disclose or publicize the research outcome to media in any form as may be deemed appropriate within the mandate and guidelines; the University shall not disclose or publicize the research outcome in any form whatsoever.
- 3. Neither the student nor the *University* will have any claims or rights or IPR over the material, process, product or any other output generated during the attachment training at NBPGR.
- 4. Neither the student, his/her mentor/guide in the *University* or the *University* shall publish any methods or results as research/review/technical or popular article in any written or digital form.
- 5. Under no conditions the material used for research by the student shall be transferred to any third party.

# Co-ordination

 Director, NBPGR shall nominate a person to coordinate the entire process with the University

# Validity Period and Arbitration

- 7. This MoU shall be valid for a period of Five years from the date of signing.
- 8. In case of any violations of the contents in letter or spirit by *University* or student, the MoU will become null and void.
- At any time, NBPGR retains all the rights to unilaterally cancel the MoU without assigning any reasons.
- 10. In the event of any dispute/difference between the two parties, such disputes/differences shall be solved amicably by mutual discussions without any recourse to the court of law. The decision of the Director, NBPGR shall be final and binding.

In witness whereof the undersigned, duly authorized, have signed this Memorandum of Understanding on the 17th day of January (month), 2014 (Year). The MoU has been executed in two originals; one has been retained by NBPGR, New Delhi and the other by the Banasthali Vidyapith.

Director National Bureau of Plant Genetic Resources Pusa, New Delhi-110012

Official Seal

Dean, Faculty of Science & Technology Banasthali Vidyapith, Rajasthan - 304022 (Name of the University) Dean Faculty of Science & Technology

Bamasthall Universityal P.O. Banasthali Vidyapith-304022

Date:

Witness 1: Prof. Dharma Kishore Offg. Secretary Banasthali Vidyapith Rajasthan-304022 Witness 2:

# वनस्थली विद्यापीठ

पो. वनस्थली विद्यापीठ ३०४०२२ (राजस्थान)



# BANASTHALI UNIVERSITY P.O. BANASTHALI VIDYAPITH 304022 (RAJASTHAN)

Dt.:17.01.2014

Sub: Memorandum of Understanding (MOU) for short term trainings.

Dear Dr Bansal,

With reference to you the letter dated 13.01.2014, I am enclosing herewith two copies of the signed Memorandum of Understanding (MOU) for short term trainings of our M.Sc. Biotechnology and M.Sc. Applied Microbiology and Biotechnology students as per the required format for your kind perusal.

Please send a duly signed copy to us for our records.

With best regards

Sincerely

Prof Vinay Sharma Head, Dept. of Bioscience & Biotechnology Dean, Faculty of Science & Technology

Dr. K.C. Bansal,
Director
National Bureau of Plant Genetic Resources,
Indian Council of Agricultural Research,
Ministry of Agriculture (Govt. of India),
Pusa Campus, New Delhi-110012



# NATIONAL RESEARCH CENTRE ON SEED SPICES Tabiji, Ajmer-305 206, Rajasthan (India)

राष्ट्रीय बीजीय मसाला अनुसंधान केन्द्र, तबीजी--305 206, अजमेर, राजस्थान, भारत



Dr. R.K. Kakani

Principal Scientist (Plant Breeding)

F /NRCSS/C#PGR//2014/6219

Dated: 1203.2014

Subject: Memorandum of Understanding (MOU).

Reference: your letter UED/ET/F1/18331/13-14 dated 04.03.2014

Dear Sir.

Greetings from NRCSS

With reference to your letter kindly find enclosed herewith MOU duly signed on behalf of National Research Centre on Seed Spices for your record.

With regards,

Enc : As above

Yours sincerely

(Rajesh K. Kakani)

To,

Prof. Vinay Sharma,
Head, Dept. of Bioscience & Biotechnology
Dean, Faculty of Science & Tecnology
Banasthali Vidyapith
PO Bansthali Vidyapith 304022
Rajasthan

# NATIONAL RESEARCH CENTRE ON SEED SPICE (NRCSS) TABIJI, AJMER – 305206, RAJASTHAN, INDIA

#### AND

# BANASTHALI VIDYAPITH (BV)

# P.O. BANASTHALI VIDYAPITH-304022, RAJASTHAN, INDIA

This Memorandum of Understanding made on 04-03-2014 between the NATIONAL RESEARCH CENTRE, AJMER, INDIA (hereinafter called NRCSS) through its Director of the one part and the BANASTHALI VIDYAPITH (hereinafter called BV) though its Secretary on the other part and in confirmation of both the parties that this agreement will come into force from 04<sup>th</sup> of March, 2014.

WHEREAS, The National Research Centre on Seed Spices, P.O. – 06, Tabiji, Ajmer, Rajasthan, Telephone: +91-145-2684401, Fax: +91-145-2684417 is an highly prestigious national institute established by Indian Council of Agricultural Research (ICAR), and has scientific staff/positions with specialization in Biotechnology, Microbiology, Biochemistry, Agriculture, entomology etc. These scientists are well trained in their field in India/Abroad. The Centre has well equipped laboratories having most modern scientific instruments/ facilities. The Centre has excellent physical and technical facilities for doing research on basic and applied aspects of Seed Spices. NRCSS is charged with the responsibility to undertake Research and Development on production, processing and value addition of seed spices.

AND WHEREAS Banasthali Vidyapith P.O. Banasthali Vidyapith304022 — Rajasthan, Telephone: +911438-228950, Fax: +91-1438-228365, India. Banasthali Vidyapith is an Institute of higher learning with international repute notified as deemed to be university by the Government of India in 1983, it conducts educational programmes in Science, Technology etc. at all levels, namely undergraduate, postgraduate and Ph.D. Recently it has been accredited with 'A' rating by National Assessment and Accreditation Council, UGC, Government of India. BV is charged with the responsibility to undertake, aid, promote, and coordinate agricultural and allied science education, research and its publication in practice; to act as a house of information, not only in regard to research but also in regard to agricultural and related matters and all other things it may consider necessary, incidental and conductive to the attainment of these objectives.

NOW THEREFORE, recognizing the need of higher education in the field of research in the field of Seed Spices, both NRCSS and BV inspired by their common objectives to promote and accelerate the cooperation in research on seed spices, have decided to enter into this MoU and agree as herein contained.

# Article – I Objectives

The parties hereby agree to promote cooperation in the fields of mutually agreed areas of seed spices.

#### 1. Education

- The NRCSS can be affiliated with Banasthali Vidyapith for conducting research on Seed Spices production and research.
- ii) Research work and student guidance in PhD.
- iii) The Ph.D degree will be awarded by the Banasthali Vidyapith.

# Article – II Implementation

This Memorandum of Understanding will be implemented through development of Work Plans to be developed jointly which describe specifically the activities to be carried out under this Cooperative Programme and which set forth the intended contribution of each party. The BV and the NRCSS may name any PhD student to work out the practical details of cooperation between the two organizations and in general to ensure proper and effective implementation of this MoU.

# (A)BV will

- i) Nominate PhD scholars who opt for research in Seed Spices.
- Any scientist of NRCSS fulfilling the qualifications/requirements may be appointed as a co-guide of the research student depending upon the topic of the research for thesis on Seed spices development.
- iii) The entire educational process will be coordinated by BV in such a manner that the standards and excellence for which BV is is known is maintained and the research programme and its extension will be as per the mandated areas of NRCSS and its excellence befitting to the name of the NRCSS in the field of Seed Spices.

# (B) NRCSS will

- i) Provide infra structural support to students such as library, laboratory for conducting research at NRCSS.
- ii) Provide support for the research of PhD scholars as approved by the co-guide.
- iii) Provide plating material of seed spices for joint research.
- iv) Help in development and popularization of cultivation of seed spices among farmers.

# Article – III Intellectual Property Rights & Publications

#### 1. Publications

 Research findings covered under this Memorandum of Understanding shall be published upon mutual agreement between the parties. The publication(s) may be joint, except in the case of annual reports.

# 2. Intellectual Property Rights

- In the research carried out by the scholar at NRCSS, the intellectual property such as patent etc. will be of NRCSS.
- Director, NRCSS can share the property with BV if the ITMC, NRCSS decides that this is the outcome of joint research.

# Article – IV Confidentiality

- i) This agreement subject to approval by the Executive Council of BV and appropriate authority of ICAR, if need be.
- ii) Subject to Exceptions given below, all information, data and intellectual Property Rights (IPR) made available to any party for the purposes of this MoU shall be kept confidential and shall not be disclosed to third parties without the prior consent of the other party.

# Article – V Amendments

- This Agreement is initially valid for a period of 5 years. On completion of the period, both the parties will discuss and may extend the Agreement further on mutually agreeable terms.
- ii) The parties to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or articles in this MoU.

# Article - VI Validity/Termination

The MoU shall be effective from the date of its signing by both the Parties. It is agreed that notwithstanding hereinabove, if at any time, BV or NRCSS finds that the BV or NRCSS is not being run properly or according to the standards of NRCSS or BV, the NRCSS ard BV shall be at liberty to terminate this agreement after giving atleast two months notice to either to NRCSS or BV as the case may be. And the BV Students already enrolled with BV shall, however, be allowed to complete their degrees.

And in confirmation of the above Agreement, the parties have set their hands in month mentioned hereinabove. This agreement is executed in two copies each to be treated as originals and to be retained by either party.

IN WITNESS, whereof, the two Parties hereunto have signed on Fouth day of March, 2014.

DIRECTOR

National Research Centre on Seed Spices National Research Centre On Seed Spice (NRCSS)

Tabiji, Ajmer - 305206, Rajasthan, India

Offg. Secretary

Banathali Vidyapith, Rajasthan-304022

(Name of the Conversion)

Banasthall University P.O. Banasthall Vidyapith (Rajasthan) 304022

Official Seal

Date:

Witness 1: Dr. Dipjyoti Chakraborty

Associate Professor

Department of Bioscience & Biotechnology

Banathali Vidyapith

Rajasthan-304022

Witness 2:

Dr. R.K. Kalcani

Principal Scientist (PB) NRCSS

Ajmer 305206

#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### BANASTHALI UNIVERSITY

(Rajasthan, India)



#### ANT

#### AMERICAN UNIVERSITY OF CENTRAL ASIA

(Bishkek, Kyrgyzstan).



Banasthali University (India) and American University of Central Asia, desiring to establish collaborative relations between the two institutions to promote friendship and to co-operate in a mutually beneficial association, have agreed to promote interest in the teaching and learning activity.

- I. The purpose of cooperation between American University of Central Asia and Banasthali University are as follows:
  - To promote interest in the teaching and learning activities of the respective institutions;
  - To deepen the understanding of the economic, cultural and social issues that make up the environment of the respective institutions; and
  - To establish an arrangement to enable students of both institutions to have credit earned at the host institution apply to their degree programs at the parent institution.
- II. To achieve these goals, American University of Central Asia and Banasthali University will do the following insofar as the means of each allow:
  - To carry out joint research projects
  - Promote institutional exchanges by inviting faculty and staff of the partner institution to participate in a variety of teaching or research activities and professional development;
  - Receive students of the partner institution for periods of study and/or internship;
  - Organize symposia, conferences, short courses and meetings on educational issues;
  - · Carryout joint continuing education programs and
  - Exchange information pertaining to developments in teaching, learning and student development at each institution.
- III. The parties hereto shall appoint representatives to carry out the planning of academic, cultural, linguistic and other programs for the visiting students.
- IV. Credit earned by the student at the host institution will be accepted by the parent institution with prior approval of the appropriate designated academic officer of the parent institution.

- V. Banasthali University being a fully residential institution does not have any off-campus housing options and all exchange students are accommodated in on-campus housing available. The exchange students will be charged Euro 2500 per semester against boarding and lodging. Similarly American University of Central Asia will provide exchange students with all possible assistance in looking for accommodation.
- VI. Exchange students will be subjected to the rules and regulations of the host institution. They will be entitled for major academic resources and support services generally available to full-time students at the host institution.
- VII. Each institution will issue appropriate documents for visa purposes in accordance with the current law, although is it ultimately the responsibility of the individual student to obtain a proper visa in a timely manner.
- VIII. The travel cost from parent institution to host institution and back and within the respective countries will be the responsibility of the individual visitor.
- IX. Exchange students are required to arrange their own insurance against illnesses and accidents covering the period of their stay in the country of the host institution.
- X. The present MEMORANDUM OF UNDERSTANDING shall be reviewed upon written request by either party at any time. Modifications are executed and approved through the exchange of letters, which then become addenda to this memorandum.
- XI. Pending approval by regulatory authorities, this agreement shall commence on the day that it is signed on behalf of American University of Central Asia and Banasthali University and shall remain in effect for a period of five (5) years, during which it may be terminated by either institution at any time. Such termination by one institution shall be effected by giving the other institution at least (6) months' advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither American University of Central Asia nor Banasthali University shall be liable to the other for any monetary or other losses that may result.
- XII. The signing parties of MOU realize that the above-mentioned areas of activity signal only the beginning of mutual cooperative efforts. As the relationship between the two institutions develops and strengthens, this agreement may be expanded to cover other areas of cooperation.

XIII. The MOU empowers and obliges only the signing institutions not individual persons.

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Signature

Date: January 23, 2014

Sven Stafford, Director of Development American University of Central Asia Abdymomunova 205, 720000, Bishkek, Kyrgyzstan Signature:

Date:

Aditya Shastri,
Vice-Chancellor
Banasthali University

P.O. Banasthali University-304022 (Raj.) India





# Memorandum on Student Exchange between Banasthali University, Banasthali, Rajastham India and

Pädagogische Hochschule Weingarten, Weingarten, Germany

In recognition of the mutual benefits of scholarly interaction and academic exchange, University of Education, Weingarten, Germany (hereinafter referred to as UE) and Banasthali University, India (hereinafter referred to as BU) enter into this agreement to establish collaboration in areas of interest and benefit to both institutions.

- 1. The following directions will apply to this Memorandum of Understanding
- The "Memorandum of Understanding" means only this document, including any addenda or changes proposed and agreed upon at a later date but excluding any future specific program agreements.
- "Institution" means either UE or BU as referred to in this agreement. "Parent Institution" means the institutions where a student is enrolled in a course of study.
- "Host Institution" means the institution accepting the student on exchange.
- "Partner Institutions" means UE and BU under the terms of this agreement.
- 2. The purpose of cooperation between UE and BU are as follows:
- To promote interest in the teaching and learning activities of the respective institutions;
- To deepen the understanding of the economic, cultural and social issues that make up the environment of the respective institutions; and
- To establish an arrangement to enable students of both institutions to have credit earned at the host institution apply to their degree programs at the parent institution.
- 3. To achieve these goals, UE and BU will do the following insofar as the means of each allow:
- Carry out joint research projects





- Promote institutional exchanges by inviting faculty and staff of the partner institution to participate in a variety of teaching or research activities and professional development;
- Receive students of the partner institution for periods of study and/or internship;
- Organize symposia, conferences, short courses, and meetings on educational issues;
- Carry out joint continuing education programs and
- Exchange information pertaining to developments in teaching, learning, and student development at each institution.
- **4.** The parties hereto shall appoint representatives to carry out the planning of academic, cultural, linguistic and other programs for the visiting students.
- 5. Both institutions value the exchange of information on teaching, research, and administrative processes and welcome the exchange of visiting faculty and staff members. Faculty and staff may be invited to teach a course, conduct research, or visit the other institution to learn about its practices. Both institutions agree to identify opportunities for such information exchange and will make every effort to further the implementation of these activities by applying for the allocations necessary and by developing mechanisms that facilitate the sharing of this knowledge. Except as may be stipulated in any specific program agreement, the parent institution shall be responsible for all expenses incurred by its employees under this agreement.
- **6.** Credit earned by the student at the host institution will be accepted by the parent institution with prior approval of the appropriate designated academic officer of the parent institution.
- 7. BU being a fully residential institution does not have any off-campus housing options and all exchange students are accommodated in on-campus housing available. The exchange student will be charged Euro 2000 per semester against boarding and lodging. Similarly UE will provide exchange students with all possible assistance in looking for accommodation. The price for the accommodation depends on the place and will be announced on time.





Exchange students will be subjected to the rules and regulations of the host institution. They will be entitled for major academic resources and support services generally available to full-time students at the host institution.

- 8. Each institution will issue appropriate documents for visa purposes in accordance with the current law, although it is ultimately the responsibility of the individual student to obtain a proper visa in a timely manner.
- Each host institution will free the exchange students from the payment of tuition fees.
- **10.** The travel cost from parent institution to host institution and back and within the respective countries will be the responsibility of the individual visitor.
- **11.** Exchange students are required to arrange their own insurance against illnesses and accidents covering the period of their stay in the country of the host institution.
- 12. The present Memorandum of Understanding shall be reviewed upon written request by either party at any time. Modifications are executed and approved through the exchange of letters, which then become addenda to this memorandum.
- 13. This agreement shall commence on the day that it is signed on behalf of UE and BU and shall remain in effect for a period of five (5) years, during which it may terminated by either institution at any time. Thereafter it shall automatically be renewed annually. Such termination by one institution shall be effected by giving the other institution at least six (6) months' advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither UE nor BU shall be liable to the other for any monetary or other losses that may result.
- **14.** The signing parties of MOU realize that the above-mentioned areas of activity signal only the beginning of mutual cooperative efforts. As the relationship between the two institutions develops and strengthens, this agreement may be expanded to cover other areas of cooperation.





**15.** This MOU empowers and obliges only the signing institutions not individual persons.

Place, Weingarten, September 19, 2014

Banasthali University

Aditya \$hastri Vice-Chancellor Pädagogische Hochschule Weingarten

Prof. Dr. Werner Knapp Rector of Pädagogische Hochschule Weingarten

Winfried Abt

Head of International Office

Gregor Kutsch

Provost of Pädagogische Hochschule Weingarten





# Memorandum of Understanding between University of Saskatchewan (SASKATCHEWAN, CANADA) and Banasthali University (RAJASTHAN, INDIA)

In order to foster academic and scholarly cooperation between the Banasthali University, Banasthali, Rajasthan, India and the University of Saskatchewan (U of S); hereinafter collectively referred to as the "Parties", these two post-secondary institutions recognize their strengths in research and education and have agreed to the following partnership framework. This framework is based upon the principles of respecting other's independence and mutual benefit.

- 1. The Parties will explore opportunities to cooperate in various academic, research and scholarly endeavors in fields of mutual interest. This cooperation may include consideration of the following:
  - exchange of information on research and educational programmes;
  - exchange of information on teaching, learning material and other literature relevant to their educational and research programmes;
  - joint organization of short-term continuing education programmes;
  - · joint organization of seminars, conferences, or workshops;
  - jointly propose and engage in research or training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein,
  - · exchange of academic staff and students
- 2. The specific details of these activities would have to be articulated and agreed to in separate collaboration agreement(s).
  - These collaboration agreement(s) would include implementation plans developed through mutual consultation and negotiation and would be signed by both institutions in accordance with their own institutional Policies.
- 3. The Parties agree to respect each other's rights to intellectual property. Further, the intellectual property rights (IPR) that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-to-case basis, and will be consistent with officially laid down IPR policies of the two institutions.

- 4. This Memorandum shall impose no financial obligations upon either institution and is not legally binding. It is understood that financial arrangements will be negotiated in each specific case and will depend of the availability of funds. Any and all financial obligations will be included in specific collaboration agreements. It is also understood that the details of joint activities, including financial obligations of Parties, will be negotiated for each specific collaboration agreement.
- Each institution shall appoint one member of its teaching/research faculty to coordinate cooperation on its behalf. The coordinator, thus appointed, will periodically review and identify ways to strengthen cooperation between the two institutions.
- This Memorandum will be in effect from the date of signature for a period of five years. It can be extended for a period as mutually agreed in writing by both parties. Either of the Parties can terminate the Memorandum by giving six months of written notice to the other.

Prof. Aditya Shastri Vice Chancellor

Banasthali University

Date: 18 August, 2013

Brett Fairbairn

Provost and Vice-President Academic

University of Saskatchewan

Date

## MEMORANDUM OF UNDERSTANDING

#### BETWEEN

#### BANASTHALI UNIVERSITY

(Rajasthan, India)



#### AND

# ECOLE POUR L'INFORMATIQUE ET LES TECHNIQUES AVANCEES (EPITA)

(Paris, France)



Banasthali University (India) and EPITA Graduate School of Computer Science (France), desiring to establish collaborative relations between the two institutions to promote friendship and to co-operate in a mutually beneficial association, have agreed to promote interest in the teaching and learning activity.

- I. The purpose of cooperation between EPITA and Banasthali University are as follows:
  - To promote interest in the teaching and learning activities of the respective institutions;
  - To deepen the understanding of the economic, cultural and social issues that make up the environment of the respective institutions; and
  - To establish an arrangement to enable students of both institutions to have credit earned at the host institution apply to their degree programs at the parent institution.
- II. To achieve these goals, EPITA and Banasthali University will do the following insofar as the means of each allow:
  - To carry out joint research projects
  - Promote institutional exchanges by inviting faculty and staff of the partner institution to participate in a variety of teaching or research activities and professional development;
  - Receive students of the partner institution for periods of study and/or internship;
  - Organize symposia, conferences, short courses and meetings on educational issues;
  - Carryout joint continuing education programs and
  - Exchange information pertaining to developments in teaching, learning and student development at each institution.
- III. The parties hereto shall appoint representatives to carry out the planning of academic, cultural, linguistic and other programs for the visiting students.
- IV. Credit earned by the student at the host institution will be accepted by the parent institution with prior approval of the appropriate designated academic officer of the parent institution.

- V. Banasthali University being a fully residential institution does not have any off-campus housing options and all exchange students are accommodated in on-campus housing available. The exchange students will be charged Euro 2500 per semester against boarding and lodging. Similarly EPITA will provide exchange students with all possible assistance in looking for accommodation.
- VI. Exchange students will be subjected to the rules and regulations of the host institution. They will be entitled for major academic resources and support services generally available to full-time students at the host institution.
- VII. Each institution will issue appropriate documents for visa purposes in accordance with the current law, although is it ultimately the responsibility of the individual student to obtain a proper visa in a timely manner.
- VIII. The travel cost from parent institution to host institution and back and within the respective countries will be the responsibility of the individual visitor.
- IX. Exchange students are required to arrange their own insurance against illnesses and accidents covering the period of their stay in the country of the host institution.
- X. The present MEMORANDUM OF UNDERSTANDING shall be reviewed upon written request by either party at any time. Modifications are executed and approved through the exchange of letters, which then become addenda to this memorandum.
- XI. Pending approval by regulatory authorities, this agreement shall commence on the day that it is signed on behalf of EPITA and Banasthali University and shall remain in effect for a period of five (5) years, during which it may terminated by either institution at any time. Such termination by one institution shall be effected by giving the other institution at least (6) months' advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither EPITA nor Banasthali University shall be liable to the other for any monetary or other losses that may result.
- XII. The signing parties of MOU realize that the above-mentioned areas of activity signal only the beginning of mutual cooperative efforts. As the relationship between the two institutions develops and strengthens, this agreement may be expanded to cover other areas of cooperation.

XIII. The MOU empowers and obliges only the signing institutions not individual persons.

Signature:

Date: 04/12/13

Dr. Joël COURTOIS Managing Director

**EPITA** 

14-16 Rue Voltaire

94270 Le Kremlin Bicêtre (France)

Signature:

Date:

Aditya Shastri Vice-Chancellor Banasthali University

P.O. Banasthali University-304022 (Raj.) India

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## MEMORANDUM OF UNDERSTANDING

## **BETWEEN**

#### BANASTHALI UNIVERSITY

(Rajasthan, India)



## **AND**

# MENDEL UNIVERSITY, CZECH REPUBLIC

Banasthali University (India) and Mendel University, Czech Republic, desiring to establish collaborative relations between the two institutions to promote friendship and to co-operate in a mutually beneficial association, have agreed to promote interest in the teaching and learning activity.

- I. The purpose of cooperation between Mendel University and Banasthali University are as follows:
  - To promote interest in the teaching and learning activities of the respective institutions;
  - To deepen the understanding of the economic, cultural and social issues that make up the environment of the respective institutions; and
  - To establish an arrangement to enable students of both institutions to have credit earned at the host institution apply to their degree programs at the parent institution.
- II. To achieve these goals, Mendel University and Banasthali University will do the following insofar as the means of each allow:
  - To carry out joint research projects
  - Promote institutional exchanges by inviting faculty and staff of the partner institution to participate in a variety of teaching or research activities and professional development;
  - Receive students of the partner institution for periods of study and/or internship;
  - Organize symposia, conferences, short courses and meetings on educational issues;
  - Carryout joint continuing education programs and
  - Exchange information pertaining to developments in teaching, learning and student development at each institution.
- III. The parties hereto shall appoint representatives to carry out the planning of academic, cultural, linguistic and other programs for the visiting students.
- IV. Credit earned by the student at the host institution will be accepted by the parent institution with prior approval of the appropriate designated academic officer of the parent institution.
- V. Banasthali University being a fully residential institution does not have any off-campus housing options and all exchange students are accommodated in on-campus housing available. The exchange students will be charged Euro 2500 per semester against boarding and lodging. Similarly Mendel University will provide exchange students with all possible assistance in looking for accommodation.

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- Exchange students will be subjected to the rules and regulations of the host institution. They VI. will be entitled for major academic resources and support services generally available to full-time students at the host institution.
- VII. Each institution will issue appropriate documents for visa purposes in accordance with the current law, although is it ultimately the responsibility of the individual student to obtain a proper visa in a timely manner.
- VIII. The travel cost from parent institution to host institution and back and within the respective countries will be the responsibility of the individual visitor.
- IX. Exchange students are required to arrange their own insurance against illnesses and accidents covering the period of their stay in the country of the host institution.
- X. The present MEMORANDUM OF UNDERSTANDING shall be reviewed upon written request by either party at any time. Modifications are executed and approved through the exchange of letters, which then become addenda to this memorandum.
- XI. Pending approval by regulatory authorities, this agreement shall commence on the day that it is signed on behalf of Mendel University and Banasthali University and shall remain in effect for a period of five (5) years, during which it may terminated by either institution at any time. Such termination by one institution shall be effected by giving the other institution at least (6) months' advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither Mendel University nor Banasthali University shall be liable to the other for any monetary or other losses that may result.
- The signing parties of MOU realize that the above-mentioned areas of activity signal only the XII. beginning of mutual cooperative efforts. As the relationship between the two institutions develops and strengthens, this agreement may be expanded to cover other areas of cooperation.

XIII. The MOU empowers and obliges only the signing institutions not individual persons.

Signature: Huse

18.04. 2012

Jarslov Hlusek

Vice-Chancellor

Mendel University

Czech Republic

e: Dhije Shark 18 Afril, 2012

Aditya Shastri

Vice-Chancellor

Banasthali University

P.O. Banasthali University-304022 (Raj.) India