



## MEMORANDUM OF UNDERSTANDING

BETWEEN

**AIC-SKU Confederation, Sri Krishnadevaraya University Campus, Anantapur**

AND

Lakireddy Bali Reddy College of Engineering

This **Memorandum of Understanding** (hereinafter referred to as this “MoU”) is made effective on and from 22<sup>nd</sup> day of July 2019 (the “Effective Date”)

**By And Between**

**AIC-SKU Confederation, an Atal Incubation Centre established in Sri Krishnadevaraya University as a not for profit Section-8 company under companies Act 2013, with the support of Atal Innovation Mission, NITI Aayog, Govt of India, represented by its Chief Executive Officer (CEO) (hereinafter referred to as "AIC-SKU" which expression, where the context admits shall include its successors in interest and permitted assigns) of the FIRST PART**

AND

Lakireddy Bali Reddy College of Engineering represented by its President (hereinafter referred to as "LBRCE" which expression, where the context admits shall include its successors in interest and permitted assigns). LBRCE offers various undergraduate and postgraduate courses in engineering and management.

### WHEREAS

1. LBRCE has been established to become technologically vibrant, innovative and emotionally matured and to train them to face the challenges of the quality conscious globalized world economy.
2. **AIC-SKU** is one of the premier Incubation Centre in the region identified by NITI Aayog, Govt of India and is engaged, inter-alia, in developing the entrepreneurial ecosystem in the region in diverse areas of science & technology.
  - i. Incubating technology based novel ideas
  - ii. Promoting interaction with and resourcing technology and expertise from the incubatees
  - iii. Creating jobs in rural sector through enterprise and entrepreneurship development.



**The purpose of this Memorandum of Understanding is to provide a framework for the proposed collaboration**

The Memorandum sets out the mutual agreement to the terms and conditions as set out herein, initially for a period of **Two (02) year** starting from the Effective Date and extendable further on mutually agreeable term period.

The parties may carry out Start-Up activities and processes under this Agreement as mentioned in this MoU.

**I. Technical / Start-Up Activities**

A. LBRCE and AIC-SKU will jointly undertaking the following Start-Up activities during the next one year at LBRCE campus.

Events & Activities for Developing Startup Ecosystem (Innovation, Prototyping, IPR)		
Sl. No.	Events/Activities	Remarks
A.1	Two Start-up Ecosystem orientation program	1 <sup>st</sup> during July- Sept & 2 <sup>nd</sup> during Oct - Feb
A.2	Three Innovation Challenge	One in each quarter
A.3	Pre-Incubation Program	For Interested Students, Once in a month-virtual Once in a quarter-physical
A.4	Hackathons	One in each quarter
A.5	Prototyping	Support for those have market opportunity
A.6	Facilitate IPR	Support for those have market opportunity

Year two plan can be evolved after reviewing the progress in June'2020.

B. AIC-SKU along with LBRCE will undertake Pre-Incubation Certification Program for Interested Students at AIC-SKU campus

Pre-Incubation Certification Program		
Sl. No.	Start-Up Activities / Processes	Remarks
B.1	Ideation & Innovation	AIC-SKU will bear the cost
B.2	Prototyping	As per AIC-SKU norm
B.3	IPR	
B.4	Access to Co-Working Space	
B.5	Access to Computer Labs	AIC-SKU will bear the cost
B.6	Access to Innovation Facilitation Centre	As per AIC-SKU norms
B.7	Company / Start-up Registration Services	
B.8	Orientation to Legal/ Financial / Licensing Requirements	
B.9	Access to Mentoring	
B.10	Facilitate Lab Testing of products	







B.11	Orientation to Marketing Processes	AIC-SKU will bear the cost
B.12	Guide Business Plan Development	
B.13	Team Building (SWOT/Roles & Responsibilities/Problem Solving etc.)	
B.14	Preparing for Pitch in for Investments	
B.15	Any other services that deemed necessary for the startup that AIC-SKU & LBRCE can undertake	

## II. Space & Basic Infrastructure

AIC-SKU shall provide space, facilities and basic infrastructure for pre-incubatees as per the prescribed norms and rates at AIC-SKU campus. AIC-SKU shall extend its office space and facilities for undertaking start-up processes, training, exhibition, and not for any other reasons.

LBRCE shall provide the necessary space, manpower assistance and necessary facilities to conduct the programmes mentioned below. It also shall extend its laboratories and workshop for the students to develop their products.

### Deliverables

1. Generating at least 50 innovative ideas each year.
2. Translation of at least 15 ideas into prototypes each year.
3. Development at least 06 patentable products each year.
4. Submission of at least 03 patents per year.
5. Empower the faculty to inculcate the spirit of entrepreneurship and innovation in the academics and teaching programmes.

### Outcomes

This MoU through the concerted effort from both parties anticipate the following outcomes-

1. Creation of entrepreneurship ecosystem in the LBRCE campus that motivates students to think out of the box innovations.
2. Generation of novel ideas from students relevant to local problems.
3. Translation of academic projects potential business models and
4. Creation of new IP assets.
5. Faculty empowerment with entrepreneurial spirit.
6. **Financial Investments**

AIC-SKU shall bear expenses for pre-incubation program organised at AIC-SKU as mentioned in the above section I-B. The IPR and prototyping expenses for product protection and development for **Start-Up shall be borne by AIC-SKU as per the AIC-SKU norms.**

The logistics and material expenses related to students for innovation and pre-incubation processes shall be borne by LBRCE. For organizing & facilitating Start-Up Ecosystem two orientation programs and two "Ideation Camps", LBRCE will pay remuneration to the



facilitators as LBRCE or as mutually agreeable norms. The IPR and prototyping expenses for product protection and development by Pre-Incubatees shall be borne by LBRCE.

Both LBRCE & AIC-SKU shall explore and jointly organize Start-Up events and training programs and the revenue generated can be utilized on mutually agreeable basis for developing the start-up eco-system.

For other events organised at LBRCE, both the parties shall organise on mutually agreeable basis.

**Consultancy**

Time to time involvement of external expert for technical guidance and marketing expertise shall be decided by both the parties on mutually agreeable terms. The financial implications for this will be at the scope of AIC-SKU and LBRCE.

**Smart Village Adaption**

Both parties share a common vision of seeing the development of nation through technology, innovation and enterprise development. In this common endeavour, a Smart Village development has been envisaged wherein a village/panchayat shall be adapted. In this adaption programme, both parties shall have specific roles and common deliverables which shall be drafted in a separated MoU. The following roles are specified but not exclusive to either parties and can be changed as per the need in the specific MoU-

1. AIC-SKU

- a. Meet the villagers and understand the problems that need technological interventions and novel products
- b. Identify the ideas and map them for the solutions required in the selected village.
- c. Develop strategy to implement the innovative solutions in village.
- d. Educate and create enterprise ecosystem in the village.

2. LBRCE

- a. Identify the village/panchayat and arrange the meeting with Village authorities
- b. Scout the students with innovative solutions
- c. Facilitate the logistics of the students to the village location
- d. Assist AIC-SKU in implementing the technologies through their faculty.

**Intellectual Property**

Background IP: The Parties recognize and acknowledge that the ownership of the background IP belonging to each party will exclusively belong to that party.

Any intellectual property arising out of the joint effort of the parties will be jointly shared. However, the ownership of such IP shall rest jointly with LBRCE & Student (for student not more than 50%). The percentage of royalty/revenue from the patented product/technology shall be shared between the inventors and LBRCE & Student (for student not more than 50%). AIC-SKU shall be honoured for its services towards IP development by extending



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mutually agreeable royalty from the revenues from the invention subject to minimum of 10 % of total revenue or equity of 5% in the start-up company that own the technology/product. The financial implications towards patent process such as application, examination and others shall be borne by both the parties on 50:50 basis subject to a maximum of Rs. 40,000 per patent by AIC-SKU.

For filings outside of India, parties will enter into separate agreement. AIC-SKU shall be entitled to use the results for academic and research purposes. No commercial use or sub-license is permitted without the other party's written consent.

Innovations for IPR filing will be screened and selected based on the recommendation of committees at LBRCE and further approval by AIC-SKU committee constituted to review the patentability of the submitted applications.

### **Resolution of Disputes and Governing Law:**

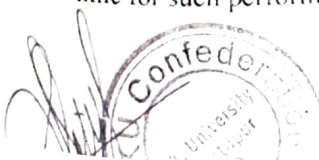
In the event of any dispute between AIC-SKU and LBRCE, written inputs regarding the dispute shall be provided to the other party. Such dispute or differences shall be resolved amicably by mediation and discussion between the Parties. If not, amicably settled within sixty(60) days of the dispute or claim arising, such dispute or claim shall be decided by a sole arbitrator appointed mutually in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (as amended). This Agreement shall be governed by Indian laws and the parties agree to submit to the exclusive jurisdiction of the courts at Anantapur.

### **Confidentiality**

- During and for a period of three years from the date of termination of this Agreement, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
  - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - is already known or become known to the receiving party
  - is received from a third party having no obligations of confidentiality to the disclosing party.
  - is independently developed by the receiving party; or
  - is required to be disclosed by law or court order.

### **Force Majeure**

In the event that either Party is delayed or impeded in the performance of its obligations hereunder by any cause beyond its reasonable control it shall be entitled to such extension of time for such performance as may be fair and reasonable in all the circumstances.



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**Amendments to the MoU**


Changes and/or deviations are likely to happen both in context and extent of the subject matters covered under this MoU. Any modifications to the agreement shall be considered only when accepted mutually in writing by both parties by signing amendment to the agreement.

**Terms and Termination**

This MoU, unless extended by mutual written agreement of the parties, shall expire 2 years after the effective date specified in the opening paragraph. This MoU may be amended or terminated or renewed earlier by mutual written agreement of the parties at any time. The agreement may not be assigned or transferred without the prior written consent of the other party to this agreement. This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. This MoU constitutes the entire and only MoU between the parties, and all prior negotiations, representations, agreements, and understanding are hereby superseded.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of **AIC-SKU, Anantapur**

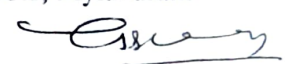
Name   
 Title **Chief Executive Officer (CEO)**  
**AIC-SKU Confederation**  
**Sri Krishnadevaraya University**  
*C.E.O*

Date *22/7/19*

Witness

- 1 *Shivalikan .MS*  
**Dr. M.S. Shivalikan**  
 Incubation Manager  
 AIC-SKU Confederation
- 2 **Anantapur**

On behalf of **LBRCE, Mylavaram**

Name   
 Title **G. SRINIVASA REDDY**  
**PRESIDENT**  
**Lakireddy Bali Reddy College of Engg**  
**MYLAVARAM SRI PZBO.**

Date *22/7/2019*

Witness

- 1 *A. ... 22/7/19*
- 2 *...*
- 3 *A. Nanda Bt 22/8/19*