## Memorandum of Understanding Between

Chamber of Marathwada Industries & Agriculture and National Institute of Electronics and Information Technology Aurangabad

Date of MOU

16 September 2017



महाराष्ट्र MAHARASHTRA

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## Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as 'MOU') is entered into on this 16<sup>th</sup> Day of September 2017 at Aurangabad by and between

Chamber of Marathwada Industries & Agriculture (hereinafter referred to as 'CMIA'), which is the APEX Industrial Association having its Registered Office at Bajaj Bhawan, P-2, MIDC Area, Station Road, Aurangabad; duly represented by its President Mr Prasad Laxmikant Kokil

And

National Institute of Electronics and Information Technology Aurangabad, (hereinafter referred to as the 'NIELIT Aurangabad') located at Dr. Babasaheb Ambedkar Marathwada University, Aurangabad, Maharashtra which is one of the prominent Centers of National Institute of Electronics and Information Technology (NIELIT) an Autonomous Scientific Society under the administrative control of Ministry of

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जोडपत्र-1 Annexure-I
फक्त प्रतिकापत्रासाठी
मुद्रांक विकी नींवरही अनु. क्रमांक / विनांक (416 14109/201)
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Electronics & Information Technology (MeitY), Government of India, New Delhi, having its registered Head office at Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi, duly represented by its Executive Director DrSanjeev Kumar Gupta

## WHEREAS

A. CMIA is an APEX Industrial Association representing small, medium & large scale industries of Marathwada region.

B. CMIA has applied for registration under Atal Innovation Mission program of the National Institution for Transforming India (NITI Aayog) of the Government of Maharashtra for setting up Atal Incubation Centre at Aurangabad, Maharashtra.

C. In this regard, CMIA has already started procedure for incorporation of a Special Purpose Vehicle (SPV) as a Section 8 Company in the name and style of **Marathwada Accelerator for Growth and Incubation**Centre (hereinafter referred to as 'MAGIC') as per the criterion set out by the NITI Aayog.

D. CMIA is looking for Academic Support and NIELIT AURANGABAD is willing to extend the same to CMIA for the operation of the MAGIC.

E.NIELIT Aurangabad (erstwhile CEDTI), is engaged in skilling, product designing& development, applied research and consultancy in the field of Information, Electronics, Communication Technology (IECT).

F. NIELIT Aurangabad is also a Research Centre of the Dr. B.A.M. University, Aurangabad for conducting research leading to award of Ph.D. Degree in Engineering and Technology. It is offering capacity building courses especially in Electronics Design and Technology, Electronics product design and Development, Manufacturing (Electronics & Mechanical) Technology, Applied research and consultancy in both formal and non-formal sectors.

G. NIELIT Aurangabad, offers AICTE approved B. Tech. (Electronics System Engineering) and M. Tech. (Electronics Design and Technology) Courses that are unique Engineering and Technology courses offered in the country that are designed with the belief that any engineer concerned with the development of new

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electronic product needs to integrate the functional design, industrial design, equipment packaging and manufacturing.

H.NIELIT Aurangabad also organizes faculty Development programs and skill enhancement programs & workshops for Industrial personnel's.

Now this Memorandum of Understanding is witnessed as under:

- 1. The purpose of the collaborative relationship contemplated by this MOU is for setting up Atal Incubation Centre to develop the new business venture and create sustainable social and economic value with the assistance of the resources located within the Centre, while simultaneously advancing the NIELIT AURANGABAD's and the CMIA's research, educational, promotional, and strategic business partnership goals. The undersigned parties will put forth a good faith effort in providing resources, both tangible and intangible, in assisting each other in this collaborative relationship to achieve their respective goals.
- 2. Through the faculty and staff of the NIELIT AURANGABAD to be affiliated with MAGIC, NIELIT AURANGABAD agrees to provide academic support to the CMIA for the MAGIC project on a good faith basis which shall include:
  - 2.1 Giving Access to the strategic and knowledge expertise of the NIELIT AURANGABAD in all the departments and courses of NIELIT AURANGABAD in all the disciplines available.
  - 2.2 Participation in Educational Workshops and Events conducted by both CMIA and NIELIT AURANGABAD for MAGIC.
  - 2.3 Referral of Eligible Undergraduate, Post-Graduate and PhD Projects of the students of NIELIT AURANGABAD which have potential of developing into scalable business models
  - 2.4 Mentoring and Coaching for Business Plan Development and overall appearement of business Startup ideas
  - 2.5 Media Publicity and Promotion through Press Notes etc. regarding strategic partnership between NIELIT AURANGABAD and CMIA for MAGIC project
- 3. CMIA through its Office Bearers and staff of the MAGIC, agrees to provide the following services to NIELIT AURANGABAD, as appropriate, on good faith basis:
  - 3.1 Promotion of the NIELIT AURANGABAD through various mediums, including, but not limited to, media and web sites, to recognize the collaborative efforts of the MAGIC;

- 3.2 Adoption of Eligible Business Startup Ideas emerging from the Undergraduate, Post-Graduate and PhD Projects of the students of NIELIT AURANGABAD as per the criteria mutually set out by both CMIA and NIELIT AURANGABAD for incubation and acceleration at MAGIC facilities;
- 3.3 Consider the NIELIT AURANGABAD's graduates and students for internships and employment at member companies of MAGIC and CMIA
- 3.4 Assisting NIELIT AURANGABAD for academic workshops, entrepreneurship development events etc. in relation to the proposed activities of MAGIC.
- 4. Unless otherwise provided, both CMIA and NIELIT AURANGABAD shall work jointly for prospering the membership drive of the MAGIC and shall ensure welfare of MAGIC activities along with other members of MAGIC.
- 5. NIELIT AURANGABAD will extend the necessary academic and mentoring support to the new entrepreneurs under incubation at MAGIC and existing entrepreneurs for accelerator program at MAGIC. Such entrepreneurs shall not only include students and graduates of NIELIT AURANGABAD, but shall also include students and graduates of other institutions and colleges in Marathwada region.
- 6. This MOU does not constitute any kind of economic commitment from either of the parties to the other party or to any other third person. It should not be construed as Contract of any kind.
- 7. Any of the clauses of this Memorandum of Understanding can be amended / altered / modified only with the written mutual consent of the both of the parties.
- 8. The collaborative relationship between NIELIT AURANGABAD and CMIA under this MOU is at will. This MOU can be terminated by upon unilateral discretion of either of the parties after giving 30 days' notice to the other party under this MOU.
- 9. Any notices with respect to this MOU shall be sent to the respective representatives at the respective addresses as mentioned hereinabove.
- 10. Any / all disputes between the CMIA and NIELIT AURANGABAD with respect to the interpretation of the clauses of this MOU shall be referred for arbitration to the person so nominated by CMIA under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Aurangabad.

In witness whereof parties hereto have signed this Memorandum of Understanding on the date and year first mentioned hereinbefore.

For & on behalf of

Chamber of Marathwada Industries & Agriculture

For & on behalf of

**Executive Director** 

**National Institute of Electronics & Information** Technology, Aurangabad

**Prasad Laxmikant Kokil** 

President

Witness:

Name Ashish Gazde Designation

Name Designation SURESH TOOKAR

5.5. CONMOLS.

Witness:

Shri S. K. Gera

Dr Sanjeev Kumar Gupta

Dean Non-Formal [NIELIT, Aurangabad]

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Shri Vijay Chandola

Dy. Director - Finance [NIELIT, Aurangabad]

