



# Memorandum of Understanding



This **Memorandum of Understanding** (hereinafter referred to as "MoU" is entered into this day of 23<sup>rd</sup> Feb. 2022 at Piparia, Vadodra Gujarat.

Between

Savli Technology and Business Incubator [STBI] hereinafter referred to as STBI, a society under the aegis of Dept. of Science & Technology, Govt. of Gujarat and shall unless repugnant to context include its successors, executors and assignees; created as a nodal agency for promotion of techno-preneurship in the region including providing mentoring, facilitation, hand-holding, etc. apart from the essential scientific infrastructure, laboratory spaces, instrumentation & related amenities to incubatees.

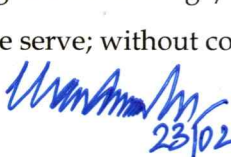
And

Sumandeep Vidyapeeth Deemed to be University, (hereinafter referred to as SVDU, which expression shall, unless repugnant to the context herein, include its constituent departments, colleges and centres affiliated to the University, administrators, members, successors, and permitted assigns) established in under Section 3 of University Grants Commission (UGC) Act 1956, which is accredited by National Assessment and Accreditation Council (NAAC) at "A++" Grade with CGPA 3.61 in second cycle; and is conferred with Category - I Deemed to be University status by UGC, with an objective to provide Professional Quality Education, Research and Innovation platform, and prepare better citizens for the Nation.

## WHEREAS:

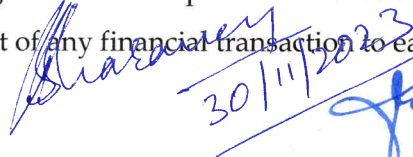
Both STBI & SVDU (collectively, hereinafter referred to as "PARTIES"), share a mutual goal to promote techno-preneurship by providing support to techno-preneurial ventures in the respective areas of competence, through their respective Institutes/Research Divisions, associates, etc. through this collaboration that they hereby, agree to through this Memorandum of Understanding (MoU). These Independent parties are committed to mutual and common goals of promoting entrepreneurship, especially in technology-driven areas, generating new knowledge/ technologies towards improvement of science and betterment of society, we serve; without commitment of any financial transaction to each other.

Attested CTC

  
23/02/22

Registrar

Sumandeep Vidyapeeth Deemed to be University  
At Post - Piparia, Taluka - Waghodia, District - Vadodra,  
Gujarat State, INDIA, Pin code - 391760

  
30/11/2023

Vice-Chancellor

Sumandeep Vidyapeeth  
An Institution Deemed to be University  
Vill. Piparia, Taluka: Waghodia.  
Dist. Vadodara-391 760. (Gujarat)



**PREAMBLE:**

WHEREAS STBI is an autonomous institution registered as a Society in 2017-18, under the aegis of Dept. of Science & Technology, Govt. of Gujarat to promote technology-driven entrepreneurship and Start-up culture in the state and aims to create a rich eco-system that encourages synergetic development between scientists, technologists, entrepreneurs and investors to spur enterprises having socio-economic impact.

WHEREAS SVDU was established in the year 2007 under Section 3 of UGC act 1956. The Institution has various Constituent Institutes / Constituent Departments approved / recognized by the respective Statutory Regulatory Authorities and Government of India:

1. Smt. B.K. Shah Medical Institute and Research Centre
2. K. M. Shah Dental College & Hospital
3. Department of Pharmacy
4. Sumandeep Nursing College
5. College of Physiotherapy
6. Department of Management
7. Department of Audiology and Speech Language Pathology
8. Sumandeep Ayurved Medical College & Hospital (proposed)
9. Sumandeep Homoeopathic Medical College & Hospital (proposed)

The Institution offers Full-time and Part-time health related programs at the level of Certificate, Diploma, Fellowship, Graduate and Postgraduate Degree, Super Specialty and Ph.D.

The Institution has more than 1100 bedded multi - speciality tertiary care Dhiraj Hospital, 350 Hi-tech Dental Chair Hospital, ultramodern Ayurved and Homoeopathic Hospital, and State-of-art Central Research and Innovation Laboratory, and Incubation Centre. These hospitals cater to the needs of Local population. Patients from Madhya Pradesh, Rajasthan and Maharashtra, and Tribal Districts of Gujarat. The Dhiraj Hospital has a state of art Cancer Diagnostic and Treatment facilities. The Hospital is the major source of Clinical and Academic Research for the Teaching Faculty, Researcher and Students of the Institution. The Dhiraj Hospital, in past, was designated by Government of Gujarat, for the management of COVID19 infected patients.



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*Umanand*  
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**Central Research and Innovation Laboratory:**

The Central Research Laboratory of SVDU, a constituent part of Department of Central Research and Innovation, has state-of-art research facilities established to facilitate highly qualified Scientists / Researchers, Clinicians, Teaching Faculties and Students, to perform research in the thrust areas, such as Oral Cancer, Cervical Cancer, Oral Health Diseases, COVID19, Respiratory Diseases, Metabolic Disorders (Diabetes, Endocrines etc.), Cardiac Disorders, Neurological Disorders, Immunological Disorders, Sickle Cell Anemia, Tuberculosis, Parasitic Infestation, Maternal & Child Health, Rehabilitation Sciences, Drug Discovery, Targeted Drug Delivery etc.

The Molecular Laboratory is NABL accredited and approved by State Government and Indian Council for Medical Research (ICMR) for COVID19 testing facility. The laboratory is equipped with high end advance equipments like Real Time PCR machine, Gradient Thermal Cycler, FT-IR Spectrophotometer, High Performance Liquid Chromatography (HPLC), UV-Visible Spectrophotometer, Brookfield Viscometer, Agarose Gel Electrophoresis and Documentation System, High Speed Centrifuge, Biosafety Cabinet, Refrigerated Centrifuge, Stability Chamber, Photo-Stability Chamber, Deep Freezer, Rotary Tablet Machine, Franz Diffusion Cell Apparatus, Spray Dryer, Trinocular Microscope, Rotary Tome Microscope, Student's Physiograph, Plethysmometer, Biopac, Inverted florescence Microscope, CO2 incubator, Nano-spectrophotometer, Rotary Evaporator, Freeze Dryer, Vacuum Oven, Western Blotting assembly, Precision Balance, Moisture Balance, Dissolution Apparatus, Dry bath, Distillation assembly, Autoclave, pH meter, Micro plate reader etc., for carrying out Research studies on Molecular, Genetic, Genomics and Proteomics, Serology, Drug Design and Discovery, Bio-analytics etc.

The respective Parties jointly recognize this MoU to mutually cooperate and offer technical, infrastructure and mentoring / advisory support to each other including the students, researchers, scientists, faculty, employees, incubatees, etc. with either of the parties. Given the complementarities of their objectives and aligned interest, the parties therefore decide to enter into a MoU to secure those objectives by mutual co-operations.

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**WHEREAS:**

- No transfer of funds, whatsoever, between the parties has been envisaged between the parties, through this MoU.
- Nothing repugnant to the contents herein, shall hinder or stop any financial transactions between the parties, and/or from any agency inclusive of the Incubatee to either of the parties, if deemed necessary at any stage.
- The parties shall, wherever and however possible, will singly and jointly assist in providing access to the facilities & infrastructure, or provide services or offer its expertise, resources, etc. to the students, researchers, scientists, faculty, employees, incubatees, etc. and shall attempt to impact the techno-preneurial incubation ecosystem.
- The MoU shall formally set out the terms of cooperative relationship between the parties, establish their respective roles, and facilitate the function of each party in relation to collaborative research and facilitating entrepreneurship.
- The development and implementation of specific activities based on MoU shall be negotiated and agreed between individual members and/or through the Heads of the Department/Institute/Organization. This MoU is agreed on the basis of cooperation between the parties and includes, but is not limited to, the following aspects:

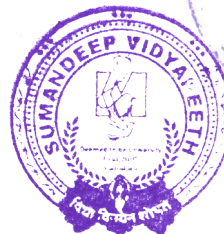
**NOW IT IS HEREBY AGREED** as follows:

**I. DEFINITIONS:**

- 1 In this MoU, the following terms, Unless repugnant to the context or meaning thereof, to the extent not inconsistent with the context thereof, the following shall have the meaning ascribed to them as below:
  - 1.1 **“MoU”** means the Memorandum of Understanding entered into by the Parties.
  - 1.2 **“Techno-preneurship”** means merging technology prowess and entrepreneurial talent and skills.
  - 1.3 **“Incubatee”** means an individual or a Start-Up or a company incubated at STBI.
  - 1.4 **“Satellite Labs” or “Spokes”** are the laboratories spaces created/ developed with an objective to promote techno-preneurship outside of STBI

*M. Manoj Kumar*  
23/02/22  
Registrar

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**II. PURPOSE OF THE MEMORANDUM:**

Visionary leadership, sustained efforts and ingenuity has led to creation of 'Centres of Excellence' i.e., Individual Organizations pursuing excellence. However, it would be imperative now to explore synergies amongst individuals, groups & clusters, organizations, etc. thereby build collective from strength to strength. Hence, Parties proposes to leverage resources, expertise & facilities available at their organizations in the eventual welfare of the subjects of the state and to better impact the said objectives.

The purpose of this Memorandum of Understanding ("MoU") is to jointly effect techno-preneurship by providing support to the stakeholders in the areas of competence.

The parties hereby, enter into the following definitive agreements on the terms and conditions agreed between the parties within the broad framework, terms set out and spirit of this MoU.

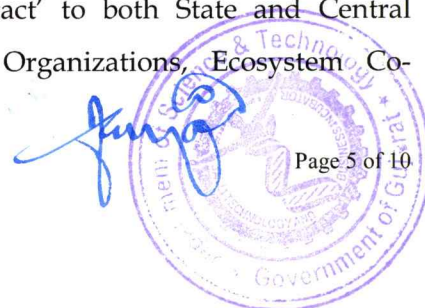
**III. ROLES AND RESPONSIBILITIES OF STBI:**

- 3.1. STBI shall provide its expertise and advisory, advocacy, mentoring, etc. services to create organizational policies, implementation mechanisms, etc. towards creating a culture of techno-preneurship, innovation, research commercialization and entrepreneurship.
- 3.2. STBI agrees to provide access to shared facilities, instrumentation, etc. to the Co-Incubatees at best concessional terms to better realize the objectives of this MoU including incubation and techno-preneurship.
- 3.3. STBI offers all help & support possible as a 'Knowledge Partner' to SVDU for creating Not-for-Profit entities promoting research commercialization and techno-preneurship including, but not limited to, Incubator(s), 'Satellite labs of STBI', Entrepreneurship Councils, Science Parks, etc.
- 3.4. STBI shall, through Experts, Mentors, Committee Members, Network Members, Ecosystem Co-Developers, etc. contribute to augment expertise, leverage for access to best resources & facilities, etc. to the stakeholders of both parties to better impact the vision of this MoU.
- 3.5. STBI offers to be leveraged as a 'Point of Contact' to both State and Central Government Organizations, Inter-Governmental Organizations, Ecosystem Co-



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Developers, Stakeholder Organizations, etc. to singly and jointly better impact the vision of this MoU.

- 3.6. Any other considerations in concurrence to the objectives of this MoU, as would be raised by SVDU, and mutually agreed by the Parties.

**IV. ROLES AND RESPONSIBILITIES OF SUMANDEEP VIDYAPEETH DEEMED TO BE UNIVERSITY, VADODARA**

- 4.1 SVDU shall provide its expertise available across different institutions/ schools/ faculties/ department, acting as a technical mentor to better realize the objective of this MoU including research commercialization and entrepreneurship.

- 4.2 SVDU shall provide access to all shared facilities, Hospital/s, libraries, laboratories, workshops, etc. to better realize the objective of this MoU including research commercialization and entrepreneurship.

- 4.3 SVDU agrees to provide access to the paid facilities, access to instrumentation, etc. to the STBI Incubatees at best concessional terms.

- 4.4 SVDU agrees to uphold importance of innovation, techno-preneurship, and research commercialization, etc. and shall endeavour to institutionalize the same by forming Organizational Policies, Centres, Entities, Incubators, Councils, etc.

- 4.5 SVDU offers to be leveraged as a 'Point of Contact' with Academic and/ or Research Organizations, Ecosystem Components, For-Profit Organizations, Stakeholder Organizations, etc. to singly and jointly better impact the vision of this MoU.

- 4.6 Any other considerations in concurrence to the objectives of this MoU, as would be raised by STBI, and mutually agreed by the Parties.

**V. JOINT ROLES AND RESPONSIBILITIES:**

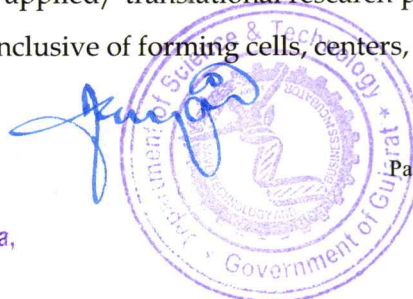
- 5.1. Jointly conduct, undertake collaborative projects inclusive of those involving applied/ translational research; surveys; technology development or innovation commercialization; including conduction of colloquiums, Seminars, Conferences, Workshops, Trainings and Events

- 5.2. Collectively and/or jointly explore extra-mural funding for activities of mutual interest as indicated in this MoU inclusive of applied/ translational research projects, surveys, scholastic opinions, diligences, etc. inclusive of forming cells, centers, bodies, etc.



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*M. Anand* 23/02/22  
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- 5.3. Utilization of and/ or Exchange of academic/ research/ techno-preneurial resources (including manpower) to facilitate activities/ initiatives by the collaborating members, as per mutually agreeable terms
- 5.4. Usage of Instrument facilities at the concessional rates; Utilization of and/ or Exchange of Library, Laboratory facilities, software and other resources, as per mutually agreeable terms
- 5.5. Provide technical and mentoring support to incubatees, staff, associates, at/ of STBI; and technology/ innovation commercialization mentoring to students, researchers, faculty, wanting-to-be/ budding entrepreneurs at/ of SVDU
- 5.6. Promoting any academic and research activities of interest, based on mutual agreement

#### VI. COORDINATION BETWEEN THE PARTIES:

The Parties agree to identify one or a few Senior Officer(s) from their respective Organizations who shall be responsible for Coordination between the organizations. Till such times, the Witnesses to this MoU shall act as the afore-referred Coordinators. The Coordinators shall make necessary arrangements in case of replacements by newer individuals, etc.

*Urvashi* 23/02/22  
Registrar

Sumandeep Vidyapeeth Deemed to be University  
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**THE PARTIES ALSO AGREE ON FOLLOWING POINTS:**

- 7.1 This MoU shall be binding on both the parties from the date hereof and valid until superseded by definitive agreements signed between the Parties hereof.
- 7.2 The initial period of validity of the MoU is envisaged to be Five years from the date of signing of the MoU, however the parties may, extend the MoU for an equal or a mutually discussed period at conditions that are mutually agreeable, by written expressed consent of both the parties over e-mail, and its print shall be a part of the MoU, till its expiry.
- 7.3 The progress made under the MoU may be reviewed periodically by the Coordinators identified by the organizations.
- 7.4 The Parties shall at all times, maintain high standards of professionalism, ethics and EHS (environmental protection, occupational health and safety) standards.
- 7.5 Intellectual Property Rights: IPR titles or ownership of any product, proprietary information or technology tools, processes, utilities, and methodology for any deliverables, new ideas, inventions, or development conceived, developed or made jointly by STBI and SVDU under the ambit of this MoU shall remain the property of all the parties, as agreed mutually. The parties would seek each other's permission before assigning any Intellectual Property Rights to a third party. This clause shall remain valid even after the termination or expiry of this MoU, including its extension(s) and amendments, etc., if any.
- 7.6 This MoU may be amended with the written expressed consent of both the parties.
- 7.7 Neither this agreement, nor any activity described herein shall be construed as creating a partnership, joint venture, agency or other such relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
- 7.8 This MoU is not a legally binding contract and under no circumstances does this MoU subject either parties to liability for breach of contract or any other liability under national or international law or any other applicable law.
- 7.9 The parties hereby agree to keep each other indemnified at all times.

*Uran...* 23/02/22  
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- 7.10 The parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
- 7.11 If during the tenure of the MoU, any joint program is delayed due to reason of *Force Majeure* nature such as acts of God, acts of public enemy, acts of government, fire, flood, strike, epidemic or pandemic and civil commotion, the joint programs can be extended as may be mutually decided by the both parties.
- 7.12 Each of the Parties warrant that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual or other interests relating to the work under this MoU.
- 7.13 In case of any dispute, both parties shall mutually attempt to resolve amicably the disputes, if as and when they arise.
- 7.14 **TERMINATION:** If either party fails to fulfil its respective obligations as set out in the previous clauses of this MoU, the parties shall consult each other with a view to correcting the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, then the other party may terminate this MoU by giving ninety (90) days' notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to the MoU which have accrued prior to such termination.

 23/02/22

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS, SIGNED, STAMPED/SEALED AND DELIVERED THIS INDENTURE ON THE DATE AND PLACE FIRST HEREIN ABOVE MENTIONED.

SIGNED, STAMPED /SEALED AND DELIVERED

<p><i>Chandramani B. More</i> 23/02/22.</p> <p><b>Dr. Chandramani B. More</b> Registrar Sumandeep Vidyapeeth Deemed to be University, At Post Piparia, Taluka Waghodia, District Vadodara, Gujarat State, India. Pin code - 391760</p>	<p><i>A. N. Bhadalkar</i></p> <p><b>Dr. A. N. Bhadalkar</b> Director, Savli Technology and Business Incubator EPIP/CFC Building, Savli, GIDC Estate, Manjusar, Vadodara - 391775 Gujarat (India)</p>
<p><b>Witness 1:</b></p> <p><i>Avinash K. Seth</i> 23/02/22</p> <p><b>Dr. Avinash K. Seth</b> Director – Research Sumandeep Vidyapeeth Deemed to be University, At Post Piparia, Taluka Waghodia, District Vadodara, Gujarat State, India. Pin code - 391760</p>	<p><b>Witness 1:</b></p> <p><i>Atish Ray</i></p> <p><b>Dr. Atish Ray</b> Chief Technology Officer Savli Technology and Business Incubator EPIP/CFC Building, Savli, GIDC Estate, Manjusar, Vadodara - 391775 Gujarat (India)</p>
<p><b>Witness 2:</b></p> <p><i>Ghanshyam Parmar</i> 23/02/22</p> <p><b>Dr. Ghanshyam Parmar</b> Coordinator, Incubation Centre Associate Professor, Dept. of Pharmacy Sumandeep Vidyapeeth Deemed to be University, At Post Piparia, Taluka Waghodia, District Vadodara, Gujarat State, India. Pin code - 391760</p>	<p><b>Witness 2:</b></p> <p><i>Bhuvan Vyas</i></p> <p><b>Mr. Bhuvan Vyas</b> Assistant Manager (BD) Savli Technology and Business Incubator EPIP/CFC Building, Savli, GIDC Estate, Manjusar, Vadodara - 391775 Gujarat (India)</p>

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Attested CTC

*Sharaney*  
30/11/2023

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**Vice-Chancellor**  
**Sumandeep Vidyapeeth**  
An Institution Deemed to be University  
Vill. Piparia, Taluka: Waghodia.  
Dist. Vadodara-391 760. (Gujarat)

