



# DPG DEGREE COLLEGE

(Affiliated to MDU Rohtak)

Date:- 07/06/21.

Ref. No:- DPG/DC/1062/05N

## MEMORANDUM OF UNDERSTANDING

### AIC-EMPI INCUBATION FOUNDATION

(AIC-EMPI)




Incubator for Renewables, Smart Energy, IOT & Electric Mobility  
(Supported by Atal Innovation Mission, NITI Aayog, Government of India)

and



DPG DEGREE COLLEGE,  
GURUGRAM

Date: 07<sup>th</sup> June 2021

  
Principal  
DPG Degree College  
Sector-34 Gurgaon



Near Hero Honda Chowk, Marble Market, Sec-34, Gurgaon-122 001, Haryana

D.P.G. Degree College  
Sector-34, Gurugram

**Memorandum of Understanding**

This Memorandum of Understanding (MoU) made and entered into on this 7<sup>th</sup> day of June 2021 by and between;

**AIC-EMPI Incubation Foundation**, a not for profit company under Section 8 of the Indian Companies Act with registered office at EMPI Campus, Near CSKM Public School, Satbari, Chattarpur, New Delhi, 110074, India- engaged in setting up and running an Incubator under the Atal Innovation Mission of NITI Aayog, Govt of India for supporting start ups (herein after referred to as "AIC-EMPI") which term shall include their successors and permitted assigns, of the **ONE PART**;

AND

**DPG DEGREE COLLEGE, GURUGRAM** a Technical Institute incorporated under **Chaudhary Partap Singh Memorial Charitable Trust**, approved by AICTE (New Delhi) & Government of Haryana, and affiliated to M.D. University, having its registered office at Sector- 34, Near Marble Market Gurugram Haryana- 122001, India; hereinafter referred to as "**DPG DEGREE COLLEGE**" which term shall include their successors and permitted assigns, of the **OTHER PART**

AIC-EMPI and DPG DEGREE COLLEGE are each referred to as Party and together as Parties.

And

1. WHEREAS DPG DEGREE COLLEGE has been on the forefront for education, research and technology.
2. WHEREAS DPG DEGREE COLLEGE is constantly looking at new developments and possibilities for promoting educational services, technological innovations, Industry specific training partners for the students.
3. WHEREAS DPG DEGREE COLLEGE was established in the year 2015
4. WHEREAS DPG DEGREE COLLEGE is keen for supporting and nourishing the basic spirit of innovation and enterprise and to encourage and support young entrepreneurs/ startups to develop new concepts, products and solutions for larger number of users/ wider geographies, jointly in its areas of interest.
5. WHEREAS EMPI has been a pioneer in the field of Innovation and Entrepreneurship for the last 23 years and has now been selected by Atal Innovation Mission of NITI Aayog, Govt of India to set up Atal Incubation Centre through its SPV named AIC-EMPI Incubation

AIC - EMPI Academia / Knowledge Partner Agreement



*V. D. Singh*  
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Foundation, a non profit company under Section 8 of the Companies Act, focused on Renewable, Smart Energy & Electric Mobility.

6. WHEREAS DPG DEGREE COLLEGE and AIC-EMPI recognizing the synergies in their focus areas, understanding the potential for developing Innovation, Start up and R&D ecosystem in India particularly in view of the Government of India's vision and mission of making India as a global hub for R&D and entrepreneurship.
7. The participants in the activities of AIC-EMPI are referred to herein as incubates or entrepreneurs.

The Parties have decided to co-operate to promote and develop entrepreneurship and new enterprises in the relevant sectors by pooling their knowledge base, expertise, experience, facilities and network.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE AGREED, AS FOLLOWS:**

**1. RESPONSIBILITIES:**

**A. AIC –EMPI Responsibilities:**

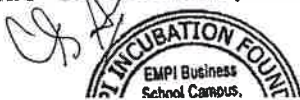
- a. Provision of space, facilities and infrastructure;
- b. Selection and training of entrepreneurs;
- c. Assisting entrepreneurs to bring their ideas to proof of concept/ prototype/ field testing stage.
- d. Assisting Entrepreneurs with:
  - i. Finance, Marketing, Legal, HR, and other functions;
  - ii. Setting up of demonstration units
  - iii. training and;
  - iv. brand/business promotion; and
- e. Engagement with the relevant organizations at the national and international levels;
- f. Enable an exchange platform for understanding respective 'best practices';
- g. Facilitating policy studies, round tables, workshops, etc with a view to generate appropriate inputs& suggestions to the Government of India for the policy initiatives; and
- h. Other matters as may be mutually agreed.

**B. DPG DEGREE COLLEGE Responsibilities**

- a. Outline the areas in which it would like to assist AIC-EMP;
- b. providing guidance and support for the new startups through:
  - Knowledge support to Incubate(s)
  - Development of required hardware and software solutions at Labs.
  - Training, Mentoring and skill development in electric mobility, renewable, IoT and other areas of interest.
- c. Assisting participating entrepreneurs to access potential Ideas, Mentors ;
- d. Supporting fund raising from VC and/ or other funding for participating entrepreneurs;
- e. Other matters as may be mutually agreed.

**C. Joint Responsibility:**

- To organize and conduct collaborative events like seminar, workshops, training programs, pitching sessions.
- Taking up Pilot Projects together or in partnership with others to show case, demonstrate and validate new technologies, concepts and solutions with a view to



- exploring suitability for introduction in India.
- Sharing of specialized facilities
- Scaling up of select final year projects.

## 2. CONFIDENTIALITY

Parties will enter into a separate Non-Disclosure Agreement where required to support their activities under this MoU on case to case basis as this may also include third parties like entrepreneurs, industry partners, etc.

## 3. SEVERABILITY

In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

## 4. NOTICES

Any notice required or permitted to be served on either of the Parties by the other shall be in writing, duly addressed to the recipient shown below and may be sent by hand, registered post or e-mail:

<p><b>AIC-EMPI Incubation Foundation</b>  <b>Mr. Pankaj Saran</b>          Director          EMPI Campus          Near CSKM Public School,          Satbari, Chattarpur,          New Delhi 110074,          India          E-mail: <a href="mailto:pankaj.saran@empi.ac.in">pankaj.saran@empi.ac.in</a></p>	<p><b>DPG DEGREE COLLEGE</b>           Name : Dr. S.S. Boken          Designation: Principal          Address : Sector-34, Near Marble Market,          Gurugram, Haryana-122001          India           E-mail: <a href="mailto:dpgdegreecollege@gmail.com">dpgdegreecollege@gmail.com</a></p>
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## 5. TERM AND TERMINATION

- This MoU shall be initially valid for a period of three years from the date of signing and may be extended by mutual agreement of the parties.
- This MoU may be terminated at any time by the agreement of the parties with advance notice of 60 days.
- Either party may terminate this MoU with written notice of at least 30 days to the other party in the event that either party:
  - Interferes with performing this MoU intentionally; or
  - Is declared insolvent; and
  - The other party fails to redress the default
- In the event of termination neither party shall have any liability, of whatsoever nature, to the other party arising from this MoU.

## 6. FINANCIAL & CONTRACTUAL ARRANGEMENTS

The parties shall enter into separate agreement in writing for the specific technical and financial

support activities in connection with this MoU.

These addendums will provide a detailed description of the role, rights and responsibilities, and, the financial contribution, if any of each party. Work plans and reporting requirements will be clearly outlined in these addendums.

**7. RELATIONSHIP BETWEEN THE PARTIES**

- A. This Agreement does not create any relationship between the Parties of employer-employee or principal and agent or partnership.
- B. Nothing shall be deemed 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.

**8. INTELLECTUAL PROPERTY RIGHTS**

- A. The Parties acknowledge that nothing in this MoU shall be construed as granting either Party any rights in the intellectual property and/or goodwill of the other.
- B. Ownership of research findings and intellectual property arising from the collaborative studies or researches shall be decided upon on case to case basis through mutual agreement.

**9. SETTLEMENT OF DISPUTES AND GOVERNING LAW**

- A. This MoU is subject to the laws of India.
- B. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled through mutual consultation and/or negotiations between the Parties.
- C. The MoU represents the mutual understanding of the parties and is not intended nor shall it be deemed to be legally binding or a contract and shall not give rise to any rights and/or liabilities under a contract.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above written.

For  
AIC-EMPI Incubation Foundation

  
\_\_\_\_\_  
(Signature)

Name: Mr. Pankaj

Title: Director

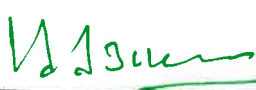
Witness

Name:


Title:




For  
SECOND PARTY

  
\_\_\_\_\_  
(Signature)

Name : Dr. S.S. Boken  
Title : Principal  
D.P.G. Degree College  
Sector-34, Gurgaon

  
Name: Dr. Lalit Kumar  
Title: Associate Professor

  
Principal  
D.P.G. Degree College  
Sector-34, Gurgaon