



महाराष्ट्र MAHARASHTRA

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सोलापूर अ. क्र.- २७०५९ दिनांक-१५/३/२०२४  
श्री. डॉ. विकास बाबुराव पाटील  
यांनी र ५९ चा जनरल स्टॅम्प  
भाषितलेयल्ल हा र ५९ चा  
ब भरतीस र  
जनरल स्टॅम्प दिला.

कोषागार कार्यालय सोलापूर

12 MAR 2024

मुद्रांक प्रमुख लिपिक/सचिव/सहायक

सुमंजसराव शिंदे जी कोटवासी  
मुद्रांक लिहिले, फोन नं. ९९९९६  
जि.प. आवाराबाहेर, सोलापूर. कोड नं.-२५०९०३०

MEMORANDUM OF UNDERSTANDING

BETWEEN

Uddyam PAHSUI Foundation Incubation Centre, Solapur

AND

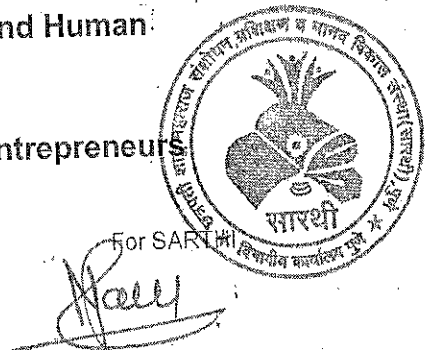
Chhatrapati Shahu Maharaj Research, Training and Human  
Development Institute (SARTHI), Pune

FOR

Encouraging and Training of the Target group of Entrepreneur



*[Signature]*





**WHEREAS**, the Party of the First Part intends to create a successful model to change India for better through young Entrepreneurs, who are the hope of tomorrow's Rural and Urban India.

**WHEREAS**, Uddyam PAHSUI Foundation Incubation Centre, Solapur's mission is to provide necessary expertise to offer advisory services to **STARTUPS** to help them to commercialize their **INNOVATION**. Uddyam-INCUBATION CENTER can provide a variety of services like business planning, mentoring and assistance in fund raising to facilitate **STARTUPS** to build a commercially viable enterprise on the basis of the **INNOVATION**.

**WHEREAS**, Uddyam PAHSUI Foundation Solapur, is a section 8 company running incubation centre supported by Punyashlok Ahilyadevi Holkar Solapur University, and funded by Maharashtra State Innovation Society, Mumbai, having its registered office at 1<sup>st</sup> Floor Central Instrumentation Centre, Punyashlok Ahilyadevi Holkar Solapur University, Pune Solapur National Highway, Kegaon, Solapur 413255 Maharashtra, India.

**WHEREAS**, Chhatrapati Shahu Maharaj Institute of Research, Training and Human Development (SARTHI), Pune is a Non-Profit Company incorporated under Section 8 of the Companies Act, 2013 on 25th June, 2018 under the Planning Department of the Government of Maharashtra. This company has been established for the social, economic and educational development of the target groups of Maratha, Kunbi, Maratha-Kunbi and Kunbi-Maratha communities in the state of Maharashtra.

**WHEREAS**, both the Parties to this Agreement mutually desire to promote cooperation with each other, they have decided to enter into this formal Agreement in the form of MoU with the objective of running a sponsored program "SARTHI-Uddyam PAHSUI Foundation Incubation Centre, Scheme" for selected 10 (Ten) innovators with promising and innovative ideas from target groups of Maratha, Kunbi, Maratha-Kunbi and Kunbi-Maratha communities in the State of Maharashtra.

**WHEREAS**, the Parties to this MoU proposed to Invite application from the target group of Maratha, Kunbi, Maratha-Kunbi and Kunbi-Maratha communities in the State of Maharashtra to develop and build with innovative business ideas in the focused sectors of Agritech, Agriculture, Foodtech-Millet, Renewable Energy. And to Select 10(Ten) promising ideas from the received applications through the rigorous process and encourage and training of those selected group of entrepreneurs.

This Memo of Understanding dated **15<sup>th</sup> March 2024**,

**BETWEEN**

**Uddyam PAHSUI Foundation Incubation Centre, Solapur** (A Company registered under the provisions of Indian Companies Act, 2013) and having its registered office at Instrumentation Centre, First Floor, Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Maharashtra, India Pin-413255, hereinafter referred to as "**Uddyam PAHSUI Foundation Incubation Centre, Solapur** " (which expression shall unless repugnant, include its assigns, and authorized representatives )



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..... PARTY OF THE FIRST PART

AND

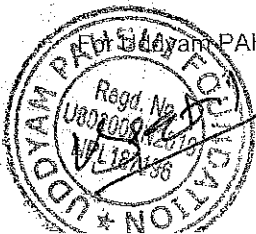
**Chhatrapati Shahu Maharaj Institute of Research, Training and Human Development (SARTHI), Pune,** (A Company registered under the provisions of Sec. 8 of the Indian Companies Act, 2013), having its registered office at Balchitravani, C T Survey Number 173,B/1, Gopal Ganesh Agarkar Road, Pune 411004 hereinafter referred to as "SARTHI" (which expression shall unless repugnant, include its assigns and authorized representatives) authorized **Shri ANIL PAWAR, (Deputy Collector), Deputy Managing Director, Divisional Office, Pune.**

....PARTY OF SECOND PART

1. Throughout this Agreement, whenever necessary, at the time of referring to both the Party of the First Part and the Party of the Second Part, they shall be referred to as "Parties".

2. Following are the Responsibilities of the Party of the First Part:

- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** will execute and administer the "SARTHI-Uddyam PAHSUI Foundation Entrepreneurship Scheme" in accordance with SARTHI and timely approval from SARTHI.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** will promote advertisements to reach the target groups and invite applications from the target community with the support of SARTHI.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** will create a separate link on their website for "Call for Application under - Sarsenapati Santaji Ghorpade -Entrepreneurship Development-Incubation Joint Programme" for this scheme.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** will help in identifying and selecting the 10(Ten) innovators with promising ideas out of received applications under this scheme on technical criteria.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** shall provide incubation and entrepreneurship development related support to the selected innovators under this scheme.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** shall provide basic mentoring with available internal resources to the selected innovators under this scheme.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** will provide the seating space, limited to one seat, for the selected innovator under this scheme.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** will provide the common facilities, maker's lab, workshop space and laboratories in PAH Solapur University as required and as per the availability of such facility, equipment at SARTHI-Uddyam PAHSUI Foundation Incubation Centre and PAH Solapur University. Some of the facilities may incur some nominal charges for involved man hours, operational or consumables charges.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** will also provide opportunities to such selected innovators to apply for various schemes for grant or seed funding through SARTHI-Uddyam PAHSUI Foundation Incubation Centre if applicable and eligible.



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For SARTHI

- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** will also provide guidance on suggesting related training courses to such incubates, if applicable and eligible.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** will monitor and execute the allotment and disbursement of the approved funds to the selected innovators in accordance with the guidelines approved by SARTHI.

**Uddyam PAHSUI Foundation Incubation Centre, Solapur** will seek & monitor the progress report, fund utilization certificate from the selected innovators periodically and will submit the same to SARTHI.

- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** in accordance with SARTHI, jointly will complete the documentation and formalities of the selected innovators.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** will also display Posters/Standees at their various entrepreneurship related joint events which will have both SARTHI-Uddyam PAHSUI Foundation Incubation Centre and SARTHI logos.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** events will be shared with SARTHI community.
- **Uddyam PAHSUI Foundation Incubation Centre, Solapur** shall promote SARTHI by displaying SARTHI name and logo on the **Uddyam PAHSUI Foundation Incubation Centre, Solapur** website and other social media platforms, as per usage policy communicated by SARTHI-Uddyam PAHSUI Foundation Incubation Centre from time to time.

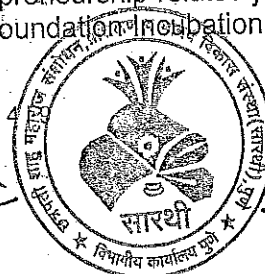
**3. The Party of the Second Part shall have the following responsibilities under this MoU.:**

- **SARTHI** will promote the advertisement to reach the target groups and invite applications from the target community with the support of SARTHI-Uddyam PAHSUI Foundation Incubation Centre.
- **SARTHI** will interlink "Call for Application under - Sarsenapati Santaji Ghorpade - Entrepreneurship Development-Incubation Joint Programme" for this scheme on their portal created by SARTHI-Uddyam PAHSUI Foundation Incubation Centre.
- **SARTHI** will help in identifying and selecting the 10(Ten) innovators with promising ideas out of the received applications under this scheme.
- **SARTHI** will help in verifying and completing the legal formalities and eligibility criteria for shortlisting applications from the specified target groups.
- **SARTHI** shall provide funding to the selected innovators as a monthly fellowship.
- **SARTHI** shall provide the approved guidelines for fund disbursement to the selected innovators in accordance with SARTHI-Uddyam PAHSUI Foundation Incubation Centre.
- **SARTHI** will help in conducting events/ seminar/ workshop on entrepreneurship for the selected innovators jointly either at **SARTHI** or at SARTHI-Uddyam PAHSUI Foundation Incubation Centre as per mutual discussion and agreement before such event.
- **SARTHI** shall display SARTHI-Uddyam PAHSUI Foundation Incubation Centres Posters/Standees at their various entrepreneurship related joint events which will have both SARTHI-Uddyam PAHSUI Foundation Incubation Centre and **SARTHI** logos.

For Uddyam PAHSUI Foundation Incubation Centre Page



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For SARTHI  
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- **SARTHI** shall promote SARTHI-Uddyam PAHSUI Foundation Incubation Centre by displaying SARTHI-Uddyam PAHSUI Foundation Incubation Centre's name and logo on the **SARTHI** s website, related social media platforms.

#### 4. The period of the agreement:

The term of this MoU shall commence on the **15<sup>th</sup> March 2024** and shall continue until the expiry of **01** year i.e. **14<sup>th</sup> March 2025** from the Effective Date. This agreement will have to be mutually renewed in writing by both the Parties as per need basis. Either Party may terminate this MoU by giving thirty (30) days written notice to the other Party.

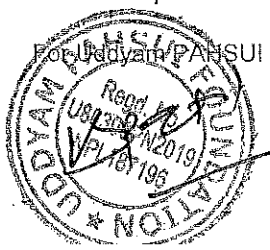
#### 5. Consideration

- SARTHI will pay Rs. 5000+ Taxes (if applicable) per seat per month to SARTHI-Uddyam PAHSUI Foundation Incubation Centre as a scheme management charges over and above the grant approved for the selected innovator under this scheme.
- In case, if any expenses and cost including travel, accommodation, honorarium gets involved for the different activities related to this MoU, then such expenses and cost shall be the subject of prior written/email consent and mutual agreement of both the parties.

#### 6. Confidentiality:

During the term of this Agreement, either party may disclose to the other party, or either party may obtain access to proprietary and confidential information or material concerning or related to the other party's and/or either party's customer's manufacturing processes, services, products, or general business operations. Such information or material includes, but is not limited to, discoveries, inventions, research, improvements, or deficiencies regarding the parties' and/or customer's products or services, transactional profits, pricing and discount methods, employee lists, software code, programmer documentation, software algorithms, software development, testing and diagnostic techniques, customer lists and identifications, and any information designated or overtly treated by the party as ("Confidential Information"). However, Confidential Information shall not include any information which (a) is or becomes publicly known through no wrongful act or omission by the receiving party; (b) is known by a receiving party without any proprietary restrictions at the time of receipt of such Information from the disclosing party and/or customer; or (c) becomes rightfully known by a receiving party without proprietary restrictions from a source other than the disclosing party or customer (d) independently developed by the receiving party; or (e) approved by the disclosing party for release.

Either party acknowledges the confidential and proprietary character of the Confidential Information and agrees that the Confidential Information is the exclusive and valuable property of the disclosing party. Both the parties undertake to protect the Confidential Information with the same degree of care as it uses to protect its own Confidential Information. Accordingly, receiving party agrees not to reproduce any of the Information except as necessary to perform services



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*[Handwritten signature]* For SARTHI

hereunder, and not to divulge all or any part of the Confidential Information to any third party, either during or after the term of this Agreement.  
The secrecy of the Confidential Information disclosed pursuant to this Agreement shall be maintained for a period of five (5) years following disclosure thereof. In case of breach, the affected party shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law.

**7. Intellectual Property:**

The parties agree that neither of them shall acquire by virtue of this Agreement or any agreement, any rights of ownership, right to use or any other interest, right or title of copyrights, patents, trade secrets, trade marks, or any other Intellectual Property rights owned by the other party and/or developed or created independently by other party during this Agreement, and nothing herein shall mean nor shall be construed to mean that they are at any time assigned, licensed or otherwise alienated to the other party, nor the other party shall be entitled to claim any right, title or interest therein, at any time.

**8. Term & Termination:**

This Agreement shall be valid for a period of "1 (One)" year from the date of signing of this Agreement by both the parties unless extended in writing by both the parties for such term as may be mutually agreed upon or unless terminated earlier in accordance with this Agreement, such extension can be done after executing a separate agreement /MoU in this regards. Any extension shall be done prior to thirty (30) days of the completion of the Agreement period. Either party may, without any termination obligations and liability, terminate this Agreement for any reason by providing prior notice in writing of at least 30 (thirty) days to the other party.

**9. Relationship Between the Parties:**

This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. Nothing in this MoU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party. At all times contemplated herein, SARTHI-Uddyam PAHSUI Foundation Incubation Centre and SARTHI shall remain independent entities, each responsible for its own employees.

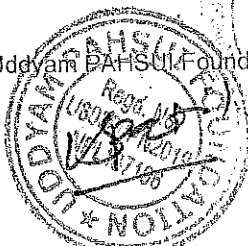
**10. Right of Refusal:**

Both parties shall reserve the right to refuse to undertake an assignment/ perceived business opportunity under the joint responsibility of this Agreement after citing appropriate reasons.

**11. No Liability:**

Neither Party shall be liable to the other for any damages, whether direct indirect, incidental, consequential or special damages arising out of the performance or non-performance of the terms hereunder except for the breach of confidentiality and Intellectual Property.

**12. Participation in Similar Activities**



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This MoU is a non-exclusive partnership, in no way restricts SARTHI-Uddyam PAHSUI Foundation Incubation Centre or SARTHI from participating in similar activities with other public or private agencies, organizations, or individuals.

**13. FORCE MAJEURE:**

Neither of the parties hereto shall be considered in default in performance under the MoU if such performance is prevented or delayed by events such as war, civil war (whether declared or not), civil commotion, insurgency, hostilities, revolution, riots, strikes, lockouts, conflagrations, epidemics, accident, fire, flood, droughts, pandemics, earthquake or any act of god or order of the Government or causes beyond the reasonable control of the party affected, provided notice in writing is given within ten days, failing which, within the shortest period, by party affected. Soon after the cause of majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay occurred such affected activity abducting necessary evidence in support thereof. From the date of occurrence of case of force majeure, the obligations of the party affected shall be suspended during the continuance of any inability resulting there from have been removed and the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the delay occasioned by such events. Should one or both parties be prevented from fulfilling the obligations by a state of Force Majeure lasting for a period of more than three (3) months, the parties shall consult each other and decide on the future execution of the MoU or/and the respective Project Agreement.

**14. Extension or amendment of this MoU:**

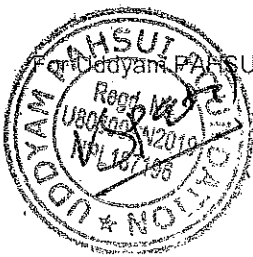
This MoU may be extended or amended only through by common written consent between the Parties. The decision to amend or extend the MoU, and language describing the agreed upon changes, shall be documented in writing, including the date of the amendment/extension, and the signatures of the authorised signatory of each Party.

**15. Notices:**

All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this MoU. Electronic communications are admissible provided these are sent with delivery confirmation receipt and followed by physical copy mailed as set forth above.

**16. Publicity:**

Both the Parties shall be entitled to issue or make any press releases or other public announcements relating to this MoU. However, all press releases or other public announcements relating to this MoU must be approved in advance and in writing, in each instance, by both the Parties.





**17. Governing Law:**

This MoU shall be construed, interpreted and governed by the laws of Republic of India & in case of Disputes not covered by the Arbitration Clause, shall be subject to the jurisdiction of Civil Courts of Pune.

**18. Dispute Resolution:**

Any disputes arising between the Parties regarding the interpretation or implementation of this Agreement or any controversy or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, shall be settled by arbitration conducted by mutually appointed arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 including any amendments thereto. The arbitration proceedings shall be held in the English language. The arbitration proceedings shall be held at Pune, Maharashtra, India.

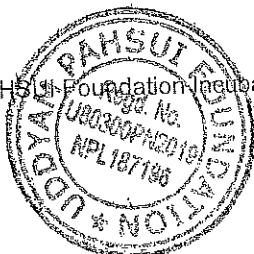
**19. Severability:**

If any provision of this Agreement shall be held invalid in arbitration/in a court of law, the remaining provisions shall be construed as if the invalid provision was not included in this Agreement. The parties shall endeavor to replace such invalid provision with another provision which as far as legally possible reflects the original intent of the Parties.



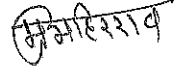
**20. Counterparts:**

This MoU shall be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one MoU.

IN WITNESS THEREOF, the Parties hereto have caused this MoU to be duly executed as of the day and year first written above.



For SARFI

For and on behalf of	For and on behalf of
Uddyam PAHSUI Foundation Incubation Centre, Solapur	Chhatrapati Shahu Maharaj Research, Training and Human Development Institute (SARTHI), Pune
 Yogini Ghare, Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur <b>Registrar</b> Punyashlok Ahilyadevi Holkar Solapur University, Solapur Witness	 उपव्यवस्थापकीय संचालक छत्रपती शाहु महाराज संशोधन, प्रशिक्षण व मानव विकास संस्था, (सारथी), पुणे Deputy Managing Director Chhatrapati Shahu Maharaj Research, Training and Human Development Institute (SARTHI), Divisional Office Pune Email: <a href="mailto:divpunesarthi@gmail.com">divpunesarthi@gmail.com</a> Witness
 Dr. Vikas B. Patil I/C CEO, Uddyam PAHSUI Foundation Incubation Centre, PAH Solapur University, Solapur Email: <a href="mailto:diil@sus.ac.in">diil@sus.ac.in</a>	 Manisha Ahirrao Research Officer, Chhatrapati Shahu Maharaj Research, Training and Human Development Institute (SARTHI), Divisional Office Pune

