

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (**MOU**) is executed at Ahmedabad on this 15th day of July, 2016

BETWEEN

Gujarat University, having its office at Navrangpura, Ahmedabad, represented through its authorized signatory **Registrar** (hereinafter referred to as the '**University**' and/or the '**Party of the First Part**', which expression shall unless it be repugnant to the context or meaning thereof be deemed and mean to include its administrators, authorized representatives, officer bearers and assigns)



AND

Cosmo Research Foundation, a trust incorporated under the provisions of the Bombay Public Trust Act having its office at TF/90 Rudraksha Complex, Nr.Jashodanagar Cross Road, Opp Annapurna Restaurant, Ahmedabad., represented through its authorized trustee Mr. Maulik Bhatt, (hereinafter referred to as the '**Trust**' and/or the '**Party of the Second Part**', which expression shall unless it be repugnant to the context or meaning thereof be deemed and mean to include its trustees, administrators, officer bearers and assigns).

The University and the Trust are collectively referred to as the "Parties" and individually as a "Party".

The Parties to this MOU accept the following terms and conditions with a common intention of being legally bound on them.

WHEREAS Gujarat University is an affiliating University at the under-graduate level, while it is a teaching university at the post-graduate level and accordingly it has devised a plan of co-ordinate instruction under the direct control and supervision of the University so as to ensure efficient and diversified instruction.

Gujarat University is recognized as a Premier University in the country today. It provides education to about Four Lacs students.

Whereas the Trust has the necessary expertise in the fields of education related to Astrology, Vastu Shashtra and other predictive sciences solutions as well as Alternative Medicine – Therapies and has developed the necessary curriculum for certificate courses.

1. Association of Trust and University for running different Certificate Courses of Astrology, Vastu, Karmakand and related subjects;

Both parties are agreed the following activities:

1.1 Collaboration with department of Sanskrit :

- a) Reviewing and Revamping of Programs, Syllabus/Curriculum and Training Methodology, Appointing industry experts and Mentor for delivering lectures and developing industry relevant projects.

- b) Facilitating Active Industry –Academia Coloration for Industry Visits, On the Job Training and Placement opportunities based on industry needs.
- 1.2 Support University to introduce Industry relevant programs and short term Courses based on Curriculum. Introduce relevant Qualification packs as electives in various under graduate and post graduate Programs.
 - 1.3 Collaborate with various departments of Gujarat University and affiliate collages to in delivering such Courses.
 - 1.4 Conducting Assessment for Courses and certifying students.
 - 1.5 Conducting Train the Trainer Program for Facility members.
 - 1.6 Foster active industry Academia coloration for On the Job Training, Research, Entrepreneurship Development and placements.
 - 1.7 Collaborate Developing incubation center(s) and technology laboratories/research station for novel, innovative and value added products, process or service particularly in areas of and Electronics and renewable energy sectors. Help entrepreneurs in different stages of their entrepreneurial journey, particularly at the stages of grooming and ideation, screening of business proposals/projects and also selection of project proposals that can be adopted for incubation for the potential entrepreneurs.
 - 1.8 University and Trust will work together in different stages of the ecosystem to promote innovations and entrepreneurial opportunities. University will play a lead role at Spark-Up, Ideation, short-listing potential enterprising projects and candidates. Whereas, Trust will play a lead role in mentoring the projects and any technical evaluation and assessment required during incubation stages. University together with Trust will also facilitate and promote inter-institutional collaborations, if it is required during the stages of grooming and incubation.
 - 1.9 Jointly organize workshops/training & capacity building programs/ seminars networking events, discussions, etc.

- 1.10 Any other areas of collaboration mutually agreed between University and Trust.
- 1.11 A Joint Coordination committee comprising of the Registrar University and Managing Trusty of Trust will be supervising the above mentioned collaborative activities. The coordinating faculties from University would be Dr. Kamlesh Choksi (M) 09825478876, email: kamleshc24@yahoo.co.in, Cosmo Research Foundation as its sole implementing agency for all collaborative activities and deliverables mention above. Mr. Maulik Bhatt (M) +919825975070 (O) 079-40056999, email: maulik1725@gmail.com will be coordinating Program Manager from Trust.

2. CONFIDENTIALITY

- 2.1 All parties agree to treat the information relating to the order organization as confidential pursuant to the terms of this AGREEMENT.
- 2.2 Trust and University agree for not disclosing any type of confidential material, knowledge of information. The parties may like to share this with one another but may decide not to disclose it to any third party. This MOU creates a confidential relationship between the parties to protect any type of confidential and proprietary information or trade secrets.

3. INTELLECTUAL PROPERTY

- 3.1 Both the parties hereby agree to share all rights, title and interest in any INTELLECTUAL PROPERTY created under the activities planned under this MOU. The property can be shared with Trust/UNIVERSITY and affiliates after mutual consent and due diligence. However, developed by the independent entrepreneur during the process that lead to his own spin-off company can be discussed separately and shared within the parties through mutual agreement.
- 3.2 "Intellectual Property" means all forms of legal rights and protection relating to the above program and otherwise based on CONFIDENTIAL INFORMATION, in any country of the world, including and not limited to (i) invention and improvements thereof (whether or not patentable), trade secrets, technical data, database, customer lists, designs tools, methods, processes, technology, ideas, know-how,

source code, product road map and other proprietary information and materials ("Property Information") all letters patent, patent application, provisional patent application designs patent, PCT filings, invention disclosures and other rights to invention or designs ("Patents"), all registered and unregistered copyrights in both published and unpublished work ("Copyrights"), and all applications, registrations, issuances, divisional, continuation, renewals, re-issuances and extensions of the foregoing. Both Trust and UNIVERSITY mentors hereby assign and will assign to each other, depending on the mutual agreements all rights, title and interest in Proprietary Information, Patents, and Copyrights, which contains or are based on CONFIDENTIAL.

4. PAYMENT TERMS

Trust and University agree to mutually decide on the commercial terms and payment modalities if any for the collaborative projects, activities and deliverables mention in point number 1 in this MOU. All such communication can be communicated over official letters duly signed by authorized signatories of both parties or over e-mail from authorized signatories if agreeable for both parties.

5. TERM OF MOU AND EXIT CLAUSES

This Memorandum of Understanding shall take effect on the date hereof and shall remain in full force and effect the date of signature of this documents for five years and renewable amicably in future with mutual consent and necessity. Either party shall have right to terminate the same on mutual consent with a valid cause by giving 30 days' notice. In case of termination of this agreement due to short of time, both the parties will comply with their respective responsibilities up to completion of the on-going projects.

Trust and UNIVERSITY here by agrees that all difference / disputes will be resolved through mutual consultation.

This AGREEMENT is hereby accepted and agreed to PARTY's authorized representative as indicated below:

This Understanding is hereby accepted and agreed to by each PARTY's authorized.

Representative as indicated below:

Gujarat University, Ahmedabad

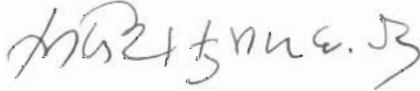
Signature: 

Dr. Himanshu Pandya
Registrar
Gujarat University, Ahmedabad

Date: 15/7/2016

In the presence of,

Witness:



Dr. Kamlesh Chokshi

Cosmo Research Foundation

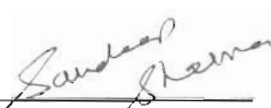
Signature: 

Shri Maulik Bhatt
Managing Trusty
Cosmo Research Foundation

Date: 15/7/2016

In the presence of,

Witness:



Dr Sandip Sharma