

MoU with startups registered as non companies

MOU with XXXXXXXXX,

<Address>

Memorandum of Understanding

Between

University of Kerala and XXXXXXXXX

Concerning the usage of KUBIIC facilitated by University of Kerala.

This Memorandum of Understanding (hereinafter called the “MoU”) is entered into by University of Kerala (hereinafter called “University of Kerala” or “University”) and YY, XXXXXXXXX.

And WHEREAS University of Kerala facilitated an Industry Incubation Centre (vide order no. PLA/418/2006 dated: 14/06/06), renamed as Kerala University Business Innovation and Incubation Centre, KUBIIC, (vide order no. 2996/2021/UOK dated 24-06-2021) at Kariyavattom campus for promoting entrepreneurship in University students.

WHEREAS XXXXXXXXX is a student start up (SSU) promoted by student/alumni of Department of ZZ of University of Kerala, / College Address <MENTION ACTIVITIES XXXXXXXXX>.

THIS MEMORANDUM sets out the principles of association and roles expected from both parties as follows.

1. The XXXXXXXXX being incubated shall agree to all terms and conditions as stated here in and further as decided by the University from time to time.
2. The University shall not be held responsible/ made a party in any legal dispute arising out of either direct or indirect actions of the XXXXXXXXX.
3. The XXXXXXXXX shall be responsible for upkeep of the space allotted to them and also for the working condition of the equipments allotted to them, except normal wear and tear.
4. The equipments allotted to the XXXXXXXXX shall be used only for activities of the XXXXXXXXX. If found otherwise, University shall cancel the allotment

and take back the equipments. Space shall not be sublet to any other individual/ operations.

5. There will not be any license fee payable to the University for the first six months of operation from date of signing of the MoU.
6. The usage charges for all equipments with CLIF will be at par with the student rates and related taxes applicable as on the day of usage. However, usage charge for all equipments like PC, Printer, etc. shall be at mutually agreed rates.
7. Any utilization of services of faculty/ facilities of Departments/ Centers shall be as per existing consultancy guidelines of University and variation shall be with express permission of Executive Committee of KUBIIC.
8. The XXXXXXXX shall ensure that their activities do not disrupt any of the activities of the Departments in the Campus. They shall also abide by the general rules and guidelines of conduct of the campus, in so far as it is applicable to them. The University shall, subject to the above, ensure smooth operational environment to the XXXXXXXXX.
9. There will be an evaluation by the monitoring and evaluation committee (M&E) towards the end of the sixth month to determine whether the entity is mature enough to move on to formation of a company under companies act.
10. If M&E recommends to continue operations, a new MoU would have to be signed between the registered company and the University. If not, the existing MoU will cease to exist and the XXXXXXXX will have to stop operations by giving a request letter to the Director, KUBIIC, duly recommended by the Head of the concerned department.
11. Any dispute arising out of the MoU shall be attempted to be settled by mutual discussions between the Executive Committee and the representatives of the XXXXXXXX, before recourse to legal action with Trivandrum Jurisdiction.
12. Any interaction between University and the XXXXXXXX which involves IPR shall be based on a written agreement, in the absence of which the concerned IPR shall vest with the University.
13. All other aspects of operation, performance and evaluation will be governed as per the guidelines of KUBIIC.

14. The undersigned have read and agreed to all the terms above.

For XXXXXXXXX
(Proprietor)

For University of Kerala
Registrar

Witness:

1.

2.