

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into on this 25<sup>th</sup> August 2024 by and between:

**Party A:** The Brigadier, Brigade Commander based in Aurangabad hereafter referred to as **Cdr, Aurangabad Cantt – 431002**, is an administrative body under the Ministry of Defence in India. The Indian Army, the largest component of the Indian Armed Forces, is the land-based branch operating under this administrative structure.

**Party B:** The Principal Government College of Engineering Aurangabad, hereafter referred to as **GECA**, having its office beside State board, Railway Station Road, Osmanpura, Chh. Sambhajinagar (Aurangabad), Maharashtra 431005.

Government Engineering College Aurangabad (GECA) is first engineering college of the region established in 1960. It is Autonomous technical institute affiliated with Dr. Babasaheb Ambedkar Marathwada University. GECA offers undergraduate, postgraduate, and doctoral programs in various engineering fields. Renowned for its quality education, advanced labs, and experienced faculty, GECA focuses on innovation, research, and industry collaboration to prepare students for the evolving technological landscape.

**Party C:** The Marathwada Accelerator for Growth & Incubation Council, hereafter referred to as **MAGIC**, is located at Bajaj Bhavan, P-2, MIDC Area, Railway Station Road, Chh. Sambhajinagar, Maharashtra – 431005.

MAGIC is a Section 8 Not-for-Profit Company and serves as a sector-agnostic Business Incubator (BI). It is promoted by members of the Chamber of Marathwada Industries and Agriculture (CMIA). MAGIC is recognized and supported by the Maharashtra State Innovation Society (MSInS), Government of Maharashtra, and Innovation for Defence Excellence (iDEX), Ministry of Defence.

**WHEREAS**, Party A, Party B, and Party C desire to enter into an understanding to initiate innovation culture, and problem-solving for the issues related to functional challenges through an Innovation Centre. This Centre will develop solutions and products by engaging ecosystem industrial partners in the region through innovation and collaboration.

**NOW, THEREFORE**, the parties agree to the following terms and conditions:

### 1. Purpose

The purpose of this MOU is to establish collaborative framework between Party A, Party B, and Party C to establish & operate an Innovation Centre. In this arrangement, roles of each are as below.

The objective of the Tech & Incubation Centre is to enhance the civil-military fusion, provide a platform to address the problem statement of ARMY by leveraging the expertise and resources of regional industry members and establish a base to facilitate the defence industry ecosystem in Aurangabad. This initiative encompasses several key activities, including:

1. **Problem Identification and Solution Development:** A civil-military fusion initiative, Collaborating with industry experts to identify problem statements, Ideas by Army and develop a solution to ideas or address the problem statement.
2. **Training Programs:** Organizing comprehensive training sessions for ARMY personnel to familiarize them with the latest technologies and innovations that can enhance their operational efficiency and effectiveness.
3. **Expert Sessions:** Hosting subject matter expert seminars and workshops to provide Army with in-depth knowledge and insights into cutting-edge technologies and industry best practices.
4. **Bootcamps:** Conducting intensive bootcamps designed to equip Army personnel with practical skills and hands-on experience in applying new technologies and innovations in their field.

## **2. Responsibilities**

**Party A – Cdr, Aurangabad Cantt will be responsible for the following duties:**

- Identifying a suitable space for the Innovation Centre.
- Overseeing civil work and maintenance of the allocated premises.
- Ensuring continuous electricity and water supply to the premises, managed by the Army.
- Handling housekeeping and office property maintenance.
- Ensuring the security of the premises, office equipment, furniture, and fixtures

**Party B – GECA will be responsible for the following duties:**

- As an esteemed academic institution, GECA will contribute by providing students with the necessary educational background to support the activities of the Innovation Centre.
- GECA will facilitate the provision of qualified faculty members to guide and mentor the Army Staff/ Students/ Participants of the projects
- GECA will offer access to its state-of-the-art laboratories to support research and development efforts.
- GECA will make available its resources, including equipment and materials, to enhance the operations of the Innovation Centre.

**Party C – MAGIC will be responsible for the following duties:**

- Providing and allocating technical manpower for the coordination and operations of the Innovation Centre.
- Supplying the necessary equipment, furniture, and fixtures for the centre.
- Providing an adequate number of computers and laptops as needed.



- Planning and facilitating training programs, expert sessions, and bootcamps as required.
- Organizing events, including provision of human resources and essential ecosystem players, academic institutions and industry network to identify synergies for the vision and goals of the Innovation Centre.

### **3. Term**

This MOU shall commence on 25<sup>th</sup> August 2024 and shall remain in effect until 25<sup>th</sup> August 2028, unless terminated earlier by mutual agreement of the parties.

### **4. Confidentiality**

All parties agree to keep confidential all information and materials provided by the other parties during the term of this MOU, unless written permission is obtained from the disclosing party.

### **5. Financial Arrangements**

Each party will bear its own costs and expenses incurred in connection with this MOU unless otherwise agreed in writing.

### **6. Intellectual Property**

Any intellectual property created jointly by the parties during the term of this MOU shall be owned jointly by the parties unless otherwise agreed in writing.

### **7. Dispute Resolution**

In the event of any dispute arising out of or in connection with this MOU, the parties agree to attempt to resolve the dispute through good-faith negotiations. If the dispute cannot be resolved through negotiations, the parties agree to submit to [arbitration/mediation] in Aurangabad.

### **8. Amendments**

This MOU may be amended or modified only by a written agreement signed by all parties.

### **9. Termination**

This MOU may be terminated by any party upon 60 days' written notice to the other parties. Upon termination, all parties shall cease the use of any materials or information provided by the other parties.

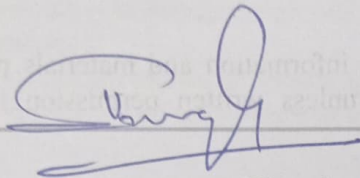
### **10. Miscellaneous**

- This MOU does not create any legally binding obligations between the parties, except for the sections relating to confidentiality and intellectual property.

- Each party represents and warrants that it has the authority to enter into this MOU and perform its obligations hereunder.
- This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

**Party A: Brigadier, Brigade Commander**

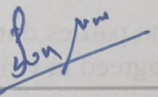


Brig  
Cdr 97 Artillery Brigade

Virender

Singh

**Party B: Government College of Engineering Aurangabad, GECA.**

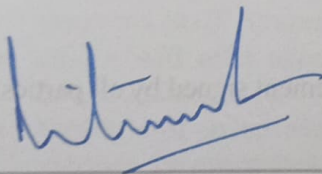


Shri  
Principal, GECA.

Sanjay

Damhare

**Party C: Marathwada Accelerator for Growth & Incubation Council, MAGIC**



Shri.  
Director, MAGIC.

Ritesh

Mishra,