



महाराष्ट्र MAHARASHTRA
जिल्हा कोषागार जळगांव
प्रमाणित करण्यात आलेला आहे
09 DEC 2025
मुद्रांक प्रमत्त निष्पत्तिक जळगांव

2025

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 13th Day of December Month 2025

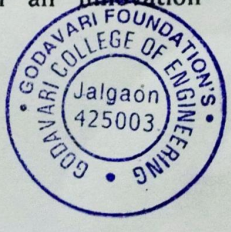
By and Between

"Khandesh Incubation, Technology and Entrepreneurship" Forum a company incorporated under Section 8 of the Companies Act, 2013 and limited by Guarantee (CIN: **U88900MH2025NPL452028**), with its registered office at PLOT NO. 31, S NO. 254, RAMESHWAR COLONY, MEHRUN, Jalgaon - 425001, Maharashtra hereinafter referred to as **"KITE"** or **"Incubator"** and represented through its authorized signatory the Director of the Company and referred as the **"FIRST PART"**

And

Godavari College of Engineering was started by Godavari Foundation in 1999 is a renowned **institution** imparting knowledge in field of engineering & technology, more than 2 decades, hereinafter referred to as **"GCOE"** or **"Godavari Engineering"**, represented through its authorized signatory, Principal, and referred to as the **"SECOND PART"**.

AND WHEREAS, the **KITE** is a start-up Incubation Forum set up for the purpose of nurturing the start-up ecosystem in the Khandesh region. The objective of the KITE is to fuel inclusive economic growth by supporting sustainable business opportunities through an innovation- and entrepreneurship-driven ecosystem.



AND WHEREAS GCOE is a family that consists of students, GCOE has come a long way with a deeper vision. It has great potential through the establishment of the streams, spread across different verticals GCOE has diligently followed the path of delivering 360-degree quality education in major streams like within Engineering,

AND WHEREAS both parties, recognizing the respective strengths of each other and desirous to work together in the field of strengthening innovation & Start-up ecosystem in the region through a functional relationship by sharing knowledge and expertise for the socio-economic development of the region through start-ups.

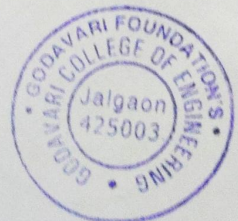
1. Modalities of the agreement (Joint Responsibility of KITE and GCOE):

- a) The main objective of both parties, **KITE** and **GCOE**, by entering into this agreement, is to establish "**KITE's Start-up Launchpad**" hereinafter referred to as "**KSL**", which is a platform coordinating linkages between both parties for cooperation towards the growth of student-led start-ups from **GCOE**.
- b) **KITE** shall provide full support to **GCOE** to develop **KSL - GODAVARI COLLEGE OF ENGINEERING, JALGAON**, in view of supporting innovators from all of their disciplines through a structured **support program**.
- c) The **KSL - GODAVARI COLLEGE OF ENGINEERING JALGAON** shall be sector agnostic and meant to mitigate the region-specific problems by offering solutions through ideation by students from **GCOE**.
- d) **GCOE** and **KITE** shall mobilize their own and or all of their stakeholders and utilize them for the development of the start-up ecosystem at the institute level.
- e) **GCOE** and **KITE** will allow each other to use the name and logo as a Partner solely for the development of the start-up ecosystem.
- f) **KITE** and **GCOE** may jointly organize Seminars/ Workshops/ Conferences/invited talks / and short-term training programs / Sessions (Online/Offline) on the topics of mutual interest on entrepreneurship development at large.
- g) **GCOE** and **KITE** will give wide publicity to their joint programs whenever required and bring various programs into the public domain in view of attracting innovative ideas, help develop ideas of incubatees to start-ups, and make people aware of the activities.

2. Responsibilities of KITE

- a) **KITE** shall provide tacit and explicit support to **GCOE** for the development of the start-up ecosystem as **KITE STARTUP LAUNCHPAD - GODAVARI COLLEGE OF ENGINEERING JALGAON**, as per the organizational policies of **KITE**, whereas **KITE** shall also support in screening, counselling, and nurturing of existing and new incubates.

KITE shall provide its full support to nurture ideas originated from **KITE STARTUP LAUNCHPAD - GODAVARI COLLEGE OF ENGINEERING JALGAON**,



- c) KITE will also provide support to decide the Eligibility criteria for student ideates, innovators, and further nurture them under the pre - pre-incubation program at KSL.
- d) KITE will support KITE STARTUP LAUNCHPAD - GODAVARI COLLEGE OF ENGINEERING JALGAON by providing technical and business mentoring support, which may include business planning, training, mentorships, guidance, and other relevant supports required for creating and strengthening the innovation and startup ecosystem at **GCOE**.
- e) KITE shall provide support that may include mentorship as well as financial support to ideators/ innovators/ early-stage innovators that complete the pre-incubation program at **GCOE** as per the KITE organizational policies & enter into the KITE's Incubation program.

3. Responsibilities of GCOE

- a) **GCOE** will support to establishment of **KITE STARTUP LAUNCHPAD - GODAVARI COLLEGE OF ENGINEERING JALGAON**, also at each of its affiliated institutes as per their internal policies.
- b) Support and perform the stipulated activities to boost entrepreneurial aspirations among its student stakeholders as prescribed by KITE.
- c) **GCOE** shall provide all kinds of infrastructural support, including a minimum 200 sq. feet ready-to-use built-up space with amenities to be used as the KITE STARTUP LAUNCHPAD - GODAVARI COLLEGE OF ENGINEERING JALGAON office and required human resources, including at least 01 skilled persons, either full-time or part-time, available in the KITE STARTUP LAUNCHPAD - GODAVARI COLLEGE OF ENGINEERING JALGAON office to disseminate the knowledge and execute the structured Pre-Incubation program at **GCOE**.
- d) **GCOE** shall provide the basic support to run KITE STARTUP LAUNCHPAD - GODAVARI COLLEGE OF ENGINEERING JALGAON with other supporting infrastructure like computers, internet, laboratories, library, meeting hall, training room, conference hall, etc, as and when needed for the startup aspirants under the Pre-Incubation program at KITE STARTUP LAUNCHPAD - GODAVARI COLLEGE OF ENGINEERING JALGAON.

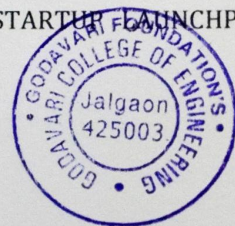
4. Proposed Modes of Collaboration

- a) The Parties agree to collaborate and jointly deliver awareness camps, education, training, IPR awareness assistance, and skilling programs that help innovators, entrepreneurs, technologists, executives, start-ups, and MSMEs to develop their ideas, launch their products, and accelerate the growth of their companies.
- b) Both parties shall conduct innovation Challenges, Hackathons, Events, Education programs, Knowledge exchange programs, workshops, and curricula relating to assistive technology start-ups, and also participate in such programs organized by others.
- c) Both parties support the promotional activities through the respective social media for joint events/initiatives for start-ups pre-incubated under KITE STARTUP LAUNCHPAD - GODAVARI COLLEGE OF ENGINEERING JALGAON at **GCOE**.



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- d) Any other appropriate mode of interaction will be agreed upon between KITE and GCOE with respect to KITE STARTUP LAUNCHPAD - GODAVARI COLLEGE OF ENGINEERING JALGOAN.

5. Financial Terms and Conditions:

There will be **no financial obligation** on either of the parties for the services provided by them for the execution of the program. Administrative expenses incurred, if any, by either party for the joint program would be borne by the respective party, without any obligation on the other party. Revenue, if any, generated by either party by way of sponsorship or other revenue stream will be solely utilised for KSL-GCOE. Similarly, sponsorship received, KITE will not provide any financial support to establish the KITE STARTUP LAUNCHPAD - GODAVARI COLLEGE OF ENGINEERING JALGOAN at GCOE,

6. Terms and Conditions

- a) The Parties may review the operation of this MoU and may amend its terms as required at any time upon the mutual consent of both parties by means of an amendment in the form of a written instrument.
- b) In the event of the termination of this MoU, Confidential Information obtained under this MoU will continue to be treated in the manner set out under point 9 of confidentiality for a minimum of 24 Months following the date of termination of this MoU.
- c) Entrepreneurship training, Events, IPR Clinics and Events, entrepreneurship development courses will be provided by KITE to GCOE as and when prepared by KITE and will be based on terms mutually agreed by both parties.
- d) Both parties shall work to help bridge the gap between academia, industry, government, and start-ups to contribute towards the development of an effective business incubation process and its related education ecosystem.

7. DURATION OF MOU

The duration of this MoU is 3 years from the date this agreement is signed.

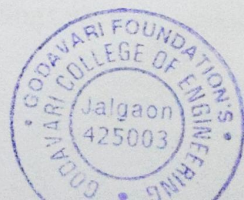
8. INTELLECTUAL PROPERTY RIGHTS

- a. Where any of the Parties have any intellectual property rights in any material that is subsequently used by the Parties in connection with this Agreement, then those intellectual property rights remain vested in that Party.
- b. Each Party shall be entitled to use the brand name, logo, and associated intellectual properties with respect to communications and marketing activities, which shall include but not be limited to presentations, media releases, and mentions, etc, indicating this affiliation, as may be required from time to time in satisfaction of their obligations as identified under this Agreement.



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- c. Any intellectual property generated during this course of agreement shall remain with the innovator who generated it, and neither party shall claim on the intellectual property unless involved in the generation of it.

9. CONFIDENTIALITY

Both Parties shall keep all information of a confidential nature received from the other Party in whatever form as strictly confidential and shall not disclose it to third parties without the prior written consent of the other Party during the term of this Agreement and thereafter.

All Parties undertake.

- (i) not to use the other Party's confidential information except solely for the purposes contemplated in this Agreement or as required in the normal course of business.
- (ii) to protect such confidential information, whether in storage or in use, with the same degree of care as the Party normally uses to protect its own confidential information and proprietary information against public disclosure, but in no case with any less degree than reasonable care.
- (iii) not to disclose confidential information to any of the Party's personnel other than those for whom such knowledge is essential for the purposes contemplated in this agreement or for their normal course of business, and such disclosure to them shall be made only on conditions of strict confidentiality.

10. WARRANTIES OF PARTIES

- a) The Parties shall at all times conduct their business activities to attain their own objectives in accordance with the applicable statutes, regulations, notifications, etc., issued by statutory authorities.
- b) The Parties shall at all times follow the documentation and other compliance required for performing and giving effect to the terms of this Agreement.

11. EXCLUSIONS OF DAMAGES, LIABILITIES, AND INDEMNITY

- a) In no event, will either Party be liable to the other Party for any indirect, special, incidental, or consequential damages under any form or theory of action whatsoever, whether in contract, tort, negligence, strict liability, equity or otherwise, including, without limitation, lost profits, overhead, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if advised of the possibility thereof.
- b) Each Party agrees to indemnify and hold harmless the other Party from and against any losses, liabilities, claims, damages, demands, suits, actions, proceedings, costs and expenses,



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taxes, reasonable legal fees in connection therewith, in respect of its gross negligence, willful misconduct or non-performance of any of the terms under this Agreement.

12. ARBITRATION AND DISPUTE RESOLUTION

- a. Any dispute, controversy, or claims arising out of or in relation to this Agreement or the reach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 2019.
- b. The arbitral tribunal shall be composed of three arbitrators, one arbitrator to be appointed by each Party and a third arbitrator to be appointed by such arbitrators.
- c. The place of arbitration shall be Jalgaon.
- d. The arbitral procedure shall be conducted in the English language, and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

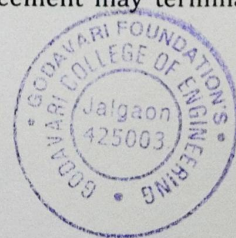
13. GENERAL PROVISIONS

- a. **Governing Law:** The provisions of this Agreement, the rights and obligations of the Parties under those provisions, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of India. With respect to any disputes arising out of or related to this Agreement, the courts in Maharashtra will have exclusive jurisdiction.
- b. **Entire Agreement:** This Agreement represents the entire agreement between the Parties and supersedes and replaces any prior written or oral agreements regarding the subject matter of this Agreement, including, but not limited to, any representations made during any discussions or negotiations, whether written or oral.
- c. **Renewal of Agreement:** This MoU may be renewed by mutual written agreement of KITE and GCOE after completion of this agreement.
- d. **Termination:** Either party may seek to terminate this MoU by serving thirty (30) days written notice to the other Authority.
- e. **Amendment:** The terms of this Agreement may be modified or amended in writing between the Parties from time to time on mutually agreeable terms.
- f. **Assignment:** Either Party may assign this agreement, partially and as a whole, to its affiliates without the prior written consent of the other Party.
- g. **Counterparts:** This Agreement is binding in nature and may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- h. **Force Majeure:** Neither Party will be responsible for delays in performance caused by acts of God or governmental authority, strikes or labor disputes, electrical outage, equipment failure, fires or other loss of facilities or any other cause beyond the Party's reasonable control. The affected Party must make reasonable efforts to minimize the effect of the delay. If such delay continues for twenty or more consecutive days or, thirty or more days within a single ninety-day period, the other Party to this Agreement may terminate this Agreement, without any further liabilities and/or obligations.

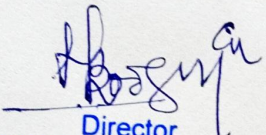
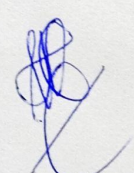
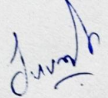
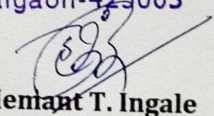


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In witness, thereof the parties have jointly signed/executed this Memorandum of Understanding in two copies on the 13/12/2025.

For and on behalf of Khandesh Incubation, Technology & Entrepreneurship. (KITE)	For and on behalf of Godavari College of Engineering, Jalgaon (GCOE).
 Director Khandesh Incubation, Technology & Entrepreneurship, Forum, Jalgaon Prof. Dr. Shantaram Badgujar Director	 Dr. Vijaykumar H. Patil Principal
Witness	
 Dr. Yuvraj Pardeshi	PRINCIPAL Godavari Foundation's Godavari College of Engineering Jalgaon-425003  Dr. Hemant T. Ingale

