

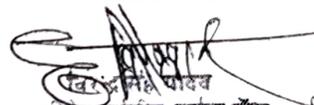


महाराष्ट्र MAHARASHTRA

2023 १. (प्रारम्भिक)

CR. 020257

7 MAR 2025

सिद्धापत्र कोणाकडे भादर करावयाचे	Agreement	
सिद्धापत्रासाठीचे कारण	District Skill Development Employment and Entrepreneurship Guidance Center Gondia	
एक विकत घेण्यात येणाऱ्या पत्र	अनु क्र. 84613	दिनांक 20/03/2025
एक विकत घेण्यात येणारे नाव सही	मा. Lillhare	सति:
परवानाधारक मुद्रक विक्रेत्याचा सही परवाना क्रमांक अथवा मुद्रक विक्रेत्याचे ठिकाण/पत्ता	AGREEMENT BETWEEN	 मुद्रक विक्रेता अर्थसंचयन कार्यालय, गोंदिक परवाना क्र.-२/१११२ कोड नं.-६६०००
GOVERNMENT POLYTECHNIC, GONDIA		

AND

IIMN FOUNDATION FOR ENTREPRENEURSHIP DEVELOPMENT (InFED)

AND

DISTRICT ADMINISTRATION, GONDIA

AND

DISTRICT SKILL DEVELOPMENT EMPLOYMENT AND ENTREPRENEURSHIP GUIDANCE CENTRE, GONDIA



AGREEMENT

This **AGREEMENT** (hereinafter referred to as the "**AGREEMENT**") is made and entered into this 17th day of March 2025 (hereinafter referred to as "**Effective Date**") at Gondia

BY AND BETWEEN:

GOVERNMENT POLYTECHNIC, GONDIA, having their office at Fulchur Peth, Goregaon Road, Gondia. 441601 acting through the Principal, Government Polytechnic, Gondia hereinafter referred to as 'Principal, Govt. Polytechnic, Gondia', which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in office and permitted assigns or by its Affiliates of the **FIRST PART**;

AND

DISTRICT SKILL DEVELOPMENT EMPLOYMENT AND ENTREPRENEURSHIP GUIDANCE CENTRE, GONDIA AND DISTRICT ADMINISTRATION, GONDIA, having their office at Collector Office, Patanga Maidan, Amgaon Road, Gondia - 441601 acting through the District Collector, GONDIA hereinafter referred to as "District Collector, GONDIA", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in office and permitted assigns or by its Affiliates of the **SECOND PART**;

AND

IIMN FOUNDATION FOR ENTREPRENEURSHIP DEVELOPMENT, a company incorporated under section 8 of the Companies Act, 2013 having CIN: U80902MH2018NPL315311, and having its registered office at C/o IIM Nagpur, Plot No. 1, Sector- 20 Non- SEZ, MIHAN, Khapri Nagpur MH 441108 IN acting through its Chairman, Prof. Bhimaraya Metri (hereinafter referred to as "InFED", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its assigns or by its Affiliates of the **THIRD PART**;

'InFED', 'Government Polytechnic' and the 'District Collector, GONDIA' are hereinafter collectively referred to as the '**Parties**' and individually as the '**Party**' as the case may be.

PREAMBLE:

- A. The IIMN Foundation for Entrepreneurship Development (InFED) is a Section 8 Company under the Companies Act 2013, having its registered office in the campus of Indian Institute of Management Nagpur (IIMN), a premier institute of higher education established by the Ministry of Education, Government of India since 2018, InFED is working as a '**Special Purpose Vehicle**' (SPV),

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established for the promotion of innovation and entrepreneurship by setting-up and managing an incubation center for the businesses at IIMN.

- B. Government Polytechnic, Gondia is one of the premier institutions in Vidarbha region in Maharashtra State and started in Naxal affected area in 2009 which is run by Government of Maharashtra. At its commencement the intake was 240. At present annual intake of the institute is 360. This institute aims to develop the eminent engineers who are competent and committed to the highest professional standards in the field of engineering and technology.
- C. District Collector, GONDIA is a statutory office established as per the laws of India. District Skill Development Employment and Entrepreneurship Guidance Centre, GONDIA is a Centre established under the Ministry of Skill Development Employment and Entrepreneurship, Government of Maharashtra. Collectively known as District Collector, GONDIA, has approached InFED for the operations and management of incubation cum business facilitation center in the premises and infrastructure provided by the District Collector, GONDIA.

InFED, Government Polytechnic, Gondia and District Collector, GONDIA have entered into discussions to collaborate on the operation and management of the incubation cum business facilitation center (hereinafter referred to as '**incubation center**') in the premise designated by District Collector, GONDIA for the said purpose. InFED shall run and operate the incubation center provided by the District Collector, GONDIA, and District Collector, GONDIA shall be permitted by InFED to use the name, branding, and know-how of InFED and this AGREEMENT outlines the terms and conditions of their collaboration.

Now, therefore, it was found necessary by the Parties to sign an Agreement in furtherance to the terms of collaboration, and thus the Parties record their understanding as follows: -

1. INFRASTRUCTURE AND SET-UP RESPONSIBILITY OF THE INCUBATION CENTER

1.1. District Collector, GONDIA shall provide InFED with a ready-to-use facility for the operation of the incubation center, constituting a minimum of **3,000 sq.ft.** of space. The facility shall be equipped with the necessary infrastructure, utilities, and amenities to support the effective functioning of the incubation center. Ownership of this facility will remain under District Collector, GONDIA.

1.2. The facility provided by District Collector, GONDIA shall meet industry standards for **readiness**, including but not limited to electrical systems, internet connectivity, furniture, and other essential components required for day-to-day operations.

1.3. District Collector, GONDIA shall assume full responsibility for the entire set-up and infrastructure required for the operation of the incubation center by InFED for District Collector, GONDIA as per the provisions of this AGREEMENT. This includes

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the provision of office space, utilities, common facilities, and any additional resources necessary for the center's functionality.

1.4. The facilities and infrastructure required for the setup of the incubation center shall be determined and specified by InFED and District Collector, GONDIA agrees to comply with the requirements of InFED.

1.5. All capital expenditures associated with the setup, development establishment, and maintenance of the physical infrastructure and assets required for the incubation center shall be borne by the District Collector, GONDIA. This encompasses the procurement of equipment, furniture, and any other items essential for the center's operations.

1.6. District Collector, GONDIA shall ensure the ongoing maintenance of the facility, including repairs and upkeep, to create a conducive environment for the incubation activities conducted by InFED.

1.7. The District Collector, GONDIA shall be responsible for paying all applicable taxes, utility bills, and other similar expenses associated with the space and infrastructure allotted by the District Collector, GONDIA for the operations of the incubation center.

1.8. Before the commencement of operations of the incubation center, InFED shall have the right to inspect the facility and space to ensure that it meets the specified requirements and standards outlined in this AGREEMENT. The facility shall be deemed accepted by InFED upon successful completion of the inspection, and InFED shall promptly commence operations in the designated space.

1.9. District Collector, GONDIA, in executing its responsibilities as given hereunder, shall ensure that the infrastructure and set-up of the incubation center comply with all relevant laws, regulations, and standards governing the operation of incubation centers. Any modifications or adaptations necessary to be done for compliance and operation of the incubation center shall be the responsibility of District Collector, GONDIA.

1.10. District Collector, GONDIA, in executing its responsibilities as given hereunder, shall ensure that required approvals from the government or other authorities necessary for the operation of the incubation center are obtained. Any modifications or adaptations necessary to be done concerning the necessary approvals required for the operation of the incubation center shall be the responsibility of District Collector, GONDIA.

1.11. Any amendments in infrastructure or changes in permissions required from any authority shall be the responsibility of District Collector, GONDIA.

1.12. InFED shall specify the details of the required infrastructure and setup for the incubation center from time to time as and when required which is not determined at the time of entering into this AGREEMENT and District Collector, GONDIA agrees to comply with the requirement of InFED as and when required by InFED.

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1.13. InFED and District Collector, GONDIA may discuss and agree on the possibility of additional space or facility expansion, based on the growth and needs of the incubation center. Any such expansions shall be agreed upon in writing by both Parties.

2. ENGAGEMENTS OF INCUBATEES AT INCUBATION CENTER:

2.1. InFED shall engage the incubatees or startups within the incubation center from the GONDIA region or any other surrounding region as may be determined by InFED.

2.2. InFED retains the authority to determine additional geographic areas from which incubatees may be considered, based on the strategic goals and objectives of the incubation center.

2.3. The selection and engagement of incubatees shall be guided by defined criteria established by InFED, with a focus on promoting innovation and entrepreneurship within the specified region.

3. OPERATION OF INCUBATION CENTER:

3.1. InFED shall undertake the responsibility for the operation, running and day-to-day management of the incubation center in the premise of District Collector, GONDIA, subject to the terms and conditions outlined in this AGREEMENT.

3.2. InFED shall possess the authority to make operational decisions necessary for the efficient and effective functioning of the incubation center, including but not limited to program implementation, startup mentoring, and overall management.

3.3. InFED shall design, organize, and implement programs within the incubation center for incubates and startups of InFED in alignment with the agreed-upon objectives and goals.

3.4. InFED shall provide mentorship to startups and incubates within the incubation center, facilitating their growth and development.

3.5. InFED shall oversee the effective utilization and management of the infrastructure provided by District Collector, GONDIA for the operations of the incubation center.

3.6. InFED shall provide regular reporting and communication to District Collector, GONDIA, keeping them informed and provides a report of the activities, performance, and any challenges encountered during the operation of the incubation center by the 5th day of every month.

3.7. InFED may implement as and when required certain operational changes, improvements, or modifications to enhance the effectiveness of the incubation center. However, any significant changes shall be subject to amendment to this Agreement in writing mutually agreed between InFED and District Collector, GONDIA.

3.8. InFED shall consult with District Collector, GONDIA on matters that may have a material impact on the operation, reputation, or strategic direction of the incubation center.

3.9. District Collector, GONDIA shall provide complete necessary operational infrastructure as agreed upon for operationalization of the center.

4. CONSIDERATION:

4.1. District Collector, GONDIA shall transfer recurring expenditure to InFED in one tranche for operating the center for the tenure of this AGREEMENT i.e. for **15 months** from the date of entering into this AGREEMENT.

4.2. The recurring expenditures shall include, but not be limited to, utility bills, maintenance costs, staffing expenses, administrative costs, and any other operational expenses necessary for the day-to-day running of the incubation center.

4.3. District Collector, GONDIA, wherever required, shall ensure timely payment of all such recurring expenses associated with the operation and functionality of the incubation center within the stipulated payment terms, relieving InFED of any financial obligation pertaining to these recurrent costs.

4.4. District Collector, GONDIA also agrees to pay to InFED, the monthly recurring expenditure, if any, required and specified by InFED or incurred by InFED for running or operation of the incubation center developed under this AGREEMENT.

5. APPLICATION FOR GRANTS AND FUNDING

5.1. During the term of this AGREEMENT, both the Parties, i.e. InFED and District Collector, GONDIA shall make reasonable and collective efforts to apply for grants, funds, and other financial support from the Government of Maharashtra and Government of India and relevant institutions to facilitate the operations of the incubation center.

5.2. The Parties agree to collaboratively identify and pursue funding opportunities that align with the goals and objectives of the incubation center. This includes but is not limited to, grants, subsidies, and financial assistance programs.

5.3. Both Parties shall keep each other informed of the progress and outcomes of grant applications, including any correspondence or feedback received from government authorities.

5.4. In the event that documentation or information is required for grant applications, both Parties shall cooperate in a timely manner to provide the necessary details and materials.

6. DECISION MAKING:

6.1. The Parties acknowledge and agree that both the Parties, i.e. InFED and District Collector, GONDIA shall have equal decision-making authority and power regarding major operational and strategic decisions related to the operations of

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incubation center. Such decisions may include changes in the overall operating model, significant financial commitments, and substantial modifications to the incubation center's facilities.

6.2. In cases where major operational decisions are required, both InFED and District Collector, GONDIA shall engage in a consultative process with the aim of reaching a consensus. Both Parties shall act in good faith to ensure that the best interests of the incubation center are upheld.

6.3. The Parties recognize the need for efficiency and agility in day-to-day operations, and thereby agree that InFED shall have the sole authority for decision-making related to the routine and daily management of the incubation center.

6.4. InFED shall be empowered to make decisions concerning program implementation, startup and incubatee mentoring, resource allocation for daily activities, and other operational matters that do not fall under the category of major operational decisions.

6.5. InFED shall keep District Collector, GONDIA promptly informed of significant day-to-day management decisions, ensuring transparency and facilitating an open line of communication between the Parties.

6.6. The Parties agree to engage in regular consultations to discuss the progress and challenges of the incubation center developed under this AGREEMENT. These consultations may include updates on day-to-day management, as well as discussions on the overall strategic direction of the center.

7. MENTOR SELECTION AND EXPENSES:

7.1. InFED shall have exclusive authority for the selection, recruitment, and employment of mentors to be engaged in the incubation center in consultation with District Collector. The selection process shall consider the expertise, experience, and suitability of potential mentors to contribute effectively to the goals and objectives of the incubation center.

7.2. All expenses related to the remuneration, benefits, and any other financial obligations pertaining to the mentors shall be the responsibility of District Collector, GONDIA and shall form part of monthly recurring expenditure. This includes but is not limited to salaries, allowances, and any additional costs associated with mentorship programs.

7.3. The engagement period of mentors shall be determined by InFED based on the needs and objectives of the incubation center. District Collector, GONDIA shall adhere to the agreed-upon terms for the engagement of mentors.

7.4. InFED shall be responsible for the periodic evaluation of the performance of mentors, with input from District Collector, GONDIA as deemed necessary. The evaluation process may include assessments of mentorship effectiveness and contributions to the overall success of the incubation center.

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7.5. In the event that InFED decides to terminate the engagement of any mentor only after informing the District Collector, the decision shall be made through mutual agreement between the InFED and Mentors, with due consideration of any contractual or legal obligations.

8. ORGANIZATION OF PROGRAMS AND ACTIVITIES:

8.1. InFED shall have sole authority and responsibility for determining, organizing, and executing programs, sessions and activities at the incubation center. This authority encompasses but is not limited to the design, planning, and implementation of programs aimed at fostering innovation, entrepreneurship, and the overall success of the incubates or startups.

8.2. Incubation activities to be conducted at incubation center shall focus on incubating novel technology and business ideas into viable commercial products or services, facilitating various techno-managerial expertise, administrative, financial or other kind of support or assistance or other professional services.

8.3. InFED shall determine and provide District Collector, GONDIA with a yearly or bi-annual timetable or schedule of tentative activities and sessions or programs to be conducted at the incubation center. This timetable shall outline the proposed programs, events, and any other activities designed to achieve the objectives of the incubation center. The yearly or bi-annual schedule shall be tentatively designed and may be subject to amendments or adjustments as necessary. InFED shall inform in writing District Collector, GONDIA promptly of any proposed changes, providing rationale and considerations for such adjustments.

8.4. While InFED retains authority for program organization and execution, InFED shall engage in consultative discussions with District Collector, GONDIA to ensure alignment with overall goals and objectives. District Collector, GONDIA may provide input, suggestions, and feedback on proposed programs.

8.5. Both Parties agree to collaborate in good faith to create a dynamic and impactful schedule of activities, taking into account the interests and expectations of both Parties and the overall success of the incubation center.

8.6. InFED shall provide regular updates to District Collector, GONDIA regarding the progress, status, and outcomes of the programs and activities conducted at the incubation center. These updates shall include relevant information on participant engagement, program effectiveness, and any challenges encountered.

9. ESTABLISHMENT OF CENTER MONITORING COMMITTEE:

9.1. InFED shall establish and form a Center Monitoring Committee (hereinafter referred to as 'CMC') to oversee the activities and operations of the incubation center. The CMC shall be responsible for monitoring the overall operations and activities or performance, adherence to policies, and strategic alignment with the objectives of the incubation center.

9.2. The CMC shall comprise representatives appointed by InFED, including key personnel responsible for the day-to-day management of the incubation center.

9.3. Additionally, District Collector, GONDIA shall have the right to nominate representative from District administration and one from Government Polytechnic, Gondia to be a part of the CMC and to act as a member of CMC. The nominated representative shall possess expertise or experience relevant to the objectives and operations of the incubation center.

9.4. The nominated member shall commit to actively participating in CMC meetings, providing insights, and feedback, and representing the interests of District Collector, GONDIA in the oversight and decision-making processes.

9.5. The CMC shall provide oversight and guidance to ensure the effective implementation of programs, activities, and the overall operation of the incubation center in accordance with the terms of this AGREEMENT.

9.6. The CMC shall monitor and ensure adherence to the policies, guidelines, and strategic directives set forth by both Parties for the incubation center.

9.7. The CMC shall establish a regular reporting mechanism to keep both Parties informed of the incubation center's performance, challenges, and achievements.

9.8. The CMC shall convene regular meetings, as deemed necessary, to discuss and address matters related to the incubation center's activities, performance, and strategic direction.

9.9. The CMC shall strive to achieve minimum as below (Para 6.1 of proposal)

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Sr. No.	Parameter	SU M To tal	Year-1 (2024)				Year-1 (2025)				Year-1 (2026)				Year-1 (2027)				Year-1 (2028)				T o ta l								
			Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4									
1	Number of Seats that will be available	75					7	8	15		1	2	3	4	7	8	15		1	2	3	4	1	2	3	4	8	15			
2	Number of Mentors will be on-boarded	34	5				3				3				3				3				3				3				6
3	Number of Corporate partners/ collaboration of the incubation center	34	3	3			4				4				4				4				4				4				6
4	Number of Academic Partnerships of the incubation center	50	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	12
5	Number of Start-ups that will be incubated (Physical/ Virtual)	75	7				7				7				7				7				7				7				15
6	Number of MSMEs that will be supported	90					10				10				10				10				10				10				20
7	Events that will be conducted	59	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	12
8	Trainings that will be conducted	80	3	5	3	5	3	5	3	5	3	5	3	5	3	5	3	5	3	5	3	5	3	5	3	5	3	5	3	5	16
9	Number of Start-up that will leverage external seed funding	50		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	14
10	Number of Start-ups that will be graduated (Funded/ acquired)	32																													8
11	IP generated/ Products Commercialised	15					3	3			3	3			3	3			3	3			3	3			3	3			3
12	Number of Job Created	155					15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	35
13	Seed funding Leveraged (in Rs) Lakhs	80					0	10			10				10				10				10				10				20

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10. TERM OF THE AGREEMENT:

10.1. The term of this AGREEMENT shall be 15 months from the effective date of this Agreement.

10.2. The Parties mutually agree that, in the event that the Government of Maharashtra or relevant institution approves funding or financial support for the operations of the incubation center during the term of AGREEMENT, the Parties may mutually agree to extend or renew the term of this Agreement in writing for a further term. The extended or renewed term shall be mutually agreed upon by both Parties, considering the duration of the approved funding.

10.3. The extension or renewal of the AGREEMENT term shall ensure the continued operation of the incubation center in accordance with the terms and conditions outlined in this AGREEMENT, as well as any additional provisions specified in the renewed Agreement.

10.4. If, despite joint efforts of both the Parties, government funding is not secured within the term, this AGREEMENT shall terminate as scheduled, and the Parties shall explore alternative means to sustain the incubation center.

11. RELATIONSHIP:

Nothing in this Agreement shall be construed to make either Party a partner; an agent or legal representative of the other for any purpose.

Nothing in this AGREEMENT shall be construed as creating any contract, partnership, agency or other legal relationship between the Parties.

The acts/performance and actions taken by either Party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this AGREEMENT. Also, the AGREEMENT does not restrain or preclude Parties from entering into similar AGREEMENTs with any other organization during currency or the extended currency of this AGREEMENT.

12. FORCE MAJEURE:

The Parties shall not be liable for any failure to perform, any of its obligations under this AGREEMENT if the performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

Each Party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil

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commotion, strikes or industrial action of any kind, riots, insurrection, pandemic, lockdowns, quarantine, etc.

13. REPRESENTATION AND WARRANTIES:

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this AGREEMENT.

14. WAIVER:

Except as otherwise provided in this Agreement, failure on the part of either Party to exercise any right hereunder or to insist upon strict compliance by the other Party with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such right, term, covenant or condition.

15. SEVERABILITY:

If any provision of this AGREEMENT is held invalid, unenforceable or illegal for any reason, this AGREEMENT will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

16. ASSIGNMENT:

Neither Party shall assign any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

17. HEADINGS:

The headings used in this AGREEMENT are for purposes of convenience only and shall not control the language or meaning of the provision following.

18. CONFIDENTIALITY:

18.1. Both Parties agree to treat the contents of this AGREEMENT and any valuable information provided, developed, found or acquired in the process or performance of this AGREEMENT, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third Party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing Party shall promptly notify the other Party in writing of such disclosure.

18.2. For purposes of this AGREEMENT, "Confidential Information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

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18.3. Provided that upon the completion, or termination of this AGREEMENT, each Party shall, upon the written request of the other Party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

18.4. This clause shall not apply where –

- Disclosure is made to the employees, or
- disclosure to any court, the Government or other statutory authorities or other bodies to the extent required by law, guidelines, rules or regulations applicable to any Party,
- required to consultants or advisers engaged by a Party,
- information is already in public domain but not as a result of breach of this AGREEMENT,
- Already available with the Party from other lawful source.

18.5. The confidentiality obligations of both Parties contained in this clause shall remain binding on them during the Term and for a period of one (1) year after the expiration or termination of this Agreement, regardless of the cause of such termination.

19. GOVERNING LAW AND JURISDICTION:

The AGREEMENT shall be interpreted in accordance with and governed by the applicable laws in India with exclusive jurisdiction of the courts of Nagpur, India.

20. AUTHORITY:

Each Party represents and warrants to the other Party that it has the necessary power to enter into and perform its respective obligations under this AGREEMENT, all actions, conditions, and things required to be taken, shall be fulfilled and done in order to enable them to lawfully enter into and perform their obligations under this AGREEMENT; and ensure that any breach of IPR, Confidentiality under this AGREEMENT shall be legally enforceable; the authorized signatory of each of the Party executing this AGREEMENT is duly authorized to execute this AGREEMENT and execution by such authorized signatory shall bind the Party.

21. INTELLECTUAL PROPERTY RIGHTS:

21.1. The Parties acknowledges and agrees that the name of the Parties and the trademarks, logo and symbols associated with the name of the Parties and all Marks are the exclusive property of the respective Parties and/or its Affiliate(s) whether or not registered under the applicable laws.

21.2. Neither this AGREEMENT nor the operation of collaboration as per this AGREEMENT shall in any manner give or be deemed to give to any Party, any right, interest or ownership in the name of the other Party and the trademarks, logo and

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symbols associated with the name of the other Party and all Marks, promotional advertising or other written material relating to the business, its services except for the right to use the name, trademark, logo, other Marks strictly in accordance with the terms and conditions of this AGREEMENT and the policies of Party. All goodwill associated with the name and Marks shall be exclusively to the benefit of the respective Party and/or its associate(s).

22. INDEMNIFICATION:

Each Party (the "Indemnifying Party") agrees to indemnify and hold the other Party (the "Indemnified Party") harmless from and against any and all damages, claims, losses and reasonable costs and expenses incurred by the Indemnified Party as a result of any claim, action, recall, suit, proceeding or investigation filed or threatened by the government, customer or any other third Party (collectively, a "Claim") to the extent such a Claim arises out of the breach of any of the representations, warranties or obligations made or assumed by the Indemnifying Party pursuant to this AGREEMENT. The Indemnified Party shall notify the Indemnifying Party immediately of any claim for which it believes may be entitled to indemnification hereunder.

23. DISPUTE RESOLUTION

In case any dispute or difference arises between the Parties as to any term and/or conditions of this Agreement, the Parties shall promptly meet and attempt in good faith to resolve such dispute or difference by amicable negotiations. Provided, that if the same is not so resolved within 30 (thirty) days, the matter shall be referred to a mutually appointed arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the venue of such arbitration shall be Gondia, India only and the award or awards in such arbitration shall be final and binding on both the Parties.

24. AMENDMENT: No Party shall be bound by any modification or amendment of this Agreement unless such modification or amendment is set forth in a written instrument signed by all the Parties.

25. SEVERANCE: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Accordingly, this Agreement shall be construed as if such portion had not been inserted and the remaining provisions of this Agreement shall remain in full force and effect.

26. NOTICES: Any notice, advice, election, request, order, demand, offer or other communication required or permitted to be given under this Agreement shall be in writing and in English and shall be effective when delivered. Until otherwise specified by notice in writing, the addresses for any notice shall be:

If to District Administration, GONDIA

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Name: Shri. Prajit Nair, IAS

Designation: District Collector, GONDIA

Address: Collector Office, Patanga Maidan, Amgaon Road, Gondia - 441601

Email: collector.GONDIA@maharashtra.gov.in

If to InFED:

Name: Prof. Bhimaraya Metri

Designation: Chairman, IIMN Foundation for Entrepreneurship Development

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IN WITNESS WHEREOF the Parties hereto, have hereunder set and subscribed their respective hands the day, month and year first hereinabove written.

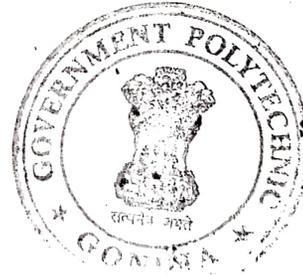
SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED BY

For District Collector, GONDIA




Shri. Prajit Nair, IAS
Collector, GONDIA

For Government Polytechnic, GONDIA




Shri. C D Golghate
Principal

For District Skill Development, Employment and Entrepreneurship Guidance centre, GONDIA




Shri. Raju Mate
Assistant Commissioner
Dist. Skill Development Employment & Entrepreneurship Guidance Centre, GONDIA

For IIMN foundation for Entrepreneurship Development


Prof. Bhimaraya Metri
Chairman