

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into by and between

- A. **Crescent Innovation & Incubation Council (CIIC)**, represented by its Director & CEO M. Parvez ALAM, is under the ambit of B.S. Abdur Rahman Crescent Institute of Science and Technology which is deemed to be University under Section 3 of UGC Act 1956. CIIC has been established as a Section-8 not for profit company and registered under Indian Companies Act 2013. CIIC acts as a "One Stop Shop – Technology Business Incubator (TBI)" for start-ups that facilitates entrepreneurial & innovative ecosystem to all the stakeholders including the students, faculty members, industries, investors and society at large. CIIC is presently focusing on the disruptive technologies in the domains of Industry 4.0, Mobility & Transportation and Life Sciences.
- B. **Cambridge Cleantech**, the British cluster for cleantech, represented by Martin GARRATT, CEO. Cambridge Cleantech connects innovators, corporates, academics, SMEs, and investors for a smarter, more sustainable future. As a leading membership organisation, they are a powerful catalyst in the cleantech sector responding to global sustainability challenges.

Firmly at the heart of the Cambridge Phenomenon, it operates as a global hub for cleantech innovation and are linked to some of the most highly innovative centres both in the UK, including London and Oxford, and internationally through its global cluster partners. Our 300+ active members form a powerful network that are shaping the future of the cleantech sector in the UK. They range from large industry and academic players to high-growth start-ups which are driving leading edge cleantech solutions.

With the objective of generating a mutual desire to collaborate towards common goals in respect of the development of the cleantech ecosystem in Tamil Nadu and the United Kingdom (UK) respectively.

Crescent Innovation & Incubation Council and Cambridge Cleantech are hereafter named the Partners.

### **Article 1: Purpose**

The purpose of this Memorandum is to provide the framework for future collaboration between the Partners.

### **Article 2: Terms**

The term of this MoU is 18 (eighteen) months from the Effective Date, to be automatically renewed on an annual basis unless otherwise terminated by either Partner in writing at least 3 (three) months prior to its natural termination.

### **Article 3: Objectives**

3.1 **Developing and sustaining a relationship to support the development of the cleantech industries and their respective communities.** Collaboration between Crescent Innovation & Incubation Council and Cambridge Cleantech aims at advancing the commercial development of their members and stakeholders.

3.2 Fostering innovation through supporting the development of collaborative R&D&I projects between the Partners' members and the Partners themselves.

3.3 Internationalizing the activities of the Partners' members, including international missions, the hosting of Partner delegations, participation in the other Partner's events.

3.4 To organize joint programs that help Partner's member scale up and raise capital.

3.5 Cambridge Cleantech to be the main contact for any cleantech related business for Crescent Innovation Incubation Council.

#### **Article 4: Cooperation**

**4.1. Both Partners will provide a common service to support their members in Internationalization, Access to Finance and Research and Development & Innovation (R&D&I).**

To do so:

4.1.1. Partners will identify mutual strategic fields of clean technologies on which they will focus their efforts (sustainable building, energy, water, circular economy, carbon neutrality)

4.1.2. Partners will encourage their members who are active in the mutual strategic fields (cf.4.1.1)

4.1.3. Partners will engage in the mutual promotion of each other's Partner events (conferences, meet the buyer activities or other such similar events).

**4.2. Both Partners commit to collaborating on projects/missions/activities relative to their activities over the duration of the MoU.**

To do so:

4.2.1. Partners will endeavor to associate the other partner in project consortia that focus on one or more of the mutual strategic fields as identified in 4.1.1

4.2.2 Both Partners will encourage their members to prepare joint R&D&I projects and engage in joint activities.

#### **Article 5: Obligation of the Partners**

The Partners acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of partnership to ensure that the common objectives set up in Article 3 are met. Partners must also demonstrate managerial commitment to their common objectives (Article 3).

#### **Article 6: Liability**

No liability will arise or be assumed between the Partners as a result of this Memorandum.

#### **Article 7: Amendment**

This Memorandum may be amended or supplemented in writing, in English, if such amendment is signed by the Parties obligated under this Memorandum.

#### **Article 8: Intellectual property**

8.1. Each Partner remains the owner of any background intellectual property rights, information, data, technologies, know-how and methods and of any developed by each Partner alone during the period covered by this MoU.

8.2. Each Partner acknowledges that any intellectual property rights resulting from any collaboration or common work carried out within the framework of this MoU belong equally to each Partner. These rights can be exploited provided they are done so in accordance with terms agreed beforehand.

8.3. Partners allow each other to make their partnership public and communicate about it.

#### **Article 9: Confidentiality**

9.1. Each Partner undertakes to not, at any time, use, divulge or communicate to any person, except to its professional representatives or advisers, or as may be required by law, any Confidential Information concerning the projects or affairs of the other Party which may have come to its knowledge by the entering into of this Memorandum. Each Partner shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters. For the avoidance of doubt, this paragraph survives termination of this Memorandum.

For the purposes of this memorandum Confidential Information shall mean:

9.2. All information (of whatever nature and however recorded or preserved) disclosed by one Party to the other, which: (a) is marked as or has been otherwise indicated to be confidential; or (b) derives value to a Party from being confidential; or (c) would be regarded as confidential; except to the extent that such information is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality.

#### **Article 10: Understanding**

10.1. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.

10.2. In no way does this agreement restrict the Partners involved from participating in similar agreements with other public or private agencies, organisations, or individuals.

10.3. To the extent possible, each Partner will participate in the accomplishment of the Objectives.

10.4. This Memorandum will be effective upon the signature of both Partners.

#### **Article 11: Non-exclusivity**

This MoU does not aim at limiting or preventing in any way the Partners from engaging in activities that could be considered similar and/or related to collaborative projects discussed in this MoU.

### Article 12: Finance

Partner shall pay its staff costs related to the co-organization of events. These costs include but are not limited to salaries, accommodation, transportation, among others.

Partners agree that any tailored services delivered by the respective organisations for the other will be subject to charges, as may be mutually agreed in writing by the parties, before the incurring of such chargeable services.

### Article 13: Legal

Both parties assume that this agreement does not go against the rules and regulations of their home country.

The intended actions will be coordinated by ..... on behalf of Crescent Innovation & Incubation Council and ..... on behalf of Cambridge Cleantech.

Under that premise, the Parties have executed this Memorandum of Understanding as of .....2022 ("Effective Date").



Mr. Martin GARRATT  
CEO, Cambridge Cleantech

.....



Mr. M. Parvez ALAM,  
Director & CEO, Crescent Innovation & Incubation Council