



TGIC



Memorandum of Understanding

Innovation and entrepreneurship are key drivers of economic growth and social progress. To facilitate grassroots innovation and student entrepreneurship within higher educational institutes across the state, **Telangana Innovation Cell (TGIC)**, Govt. of Telangana is launching the **TGIC Host Institution Initiative**. This initiative is designed to enable and support the higher educational institutions across Telangana in activating the local innovation ecosystem.

This **Memorandum of Understanding (the "Agreement")**, including the Annexures attached herewith and any amendments (collectively, the "Agreement") is entered on day of 26th March 2025, by and between:

TGIC Foundation (herein referred to as Telangana Innovation Cell) is an initiative by the Information Technology, Electronics & Communications Department, Government of Telangana. Telangana Innovation Cell was set up in 2017 under the State Innovation Policy with a vision - to build and nurture the Culture of Innovation in the State of Telangana which expression shall mean and include unless repugnant to the context, its successors, and assigns) of the One Part.

And

TGTWR Degree and PG College, Shadnagar and having its registered office at Survey No: 28, Solipur, Shadnagar Municipality, Farooqnagar Mandal, Ranga Reddy District, Telangana, Pin: 509216 (hereinafter referred to as 'Service Receiver' which expression shall, unless repugnant to the subject or context thereof, mean and include its successors and permitted assigns) of the OTHER PART.

The **TGIC Foundation** and **TGTWR Degree and PG College, Shadnagar** and shall hereinafter be referred to individually as a 'Party' and collectively as 'The Parties'.

- WHEREAS the **TGIC Foundation**, acts as the first response of the State Government for innovators, start-ups, entrepreneurs, and innovation catalysts to foster an inclusive innovation ecosystem with State-as-a-whole-approach.
- WHEREAS **TGTWR Degree and PG College, Shadnagar** is a higher educational institute affiliated with Palamuru University, Mahabubnagar.

Broad Objectives of the MoU:

The purpose of this MOU is to establish a formal partnership between **Telangana Innovation Cell, Govt. of Telangana** and **TGTWR Degree and PG College, Shadnagar** to collaborate on the following action items leveraging the strengths and resources of both organizations:

Phase:1 Identifying & Recognizing TGIC Host Institutions

Telangana Innovation Cell agrees to extend its support in:

- Recognizing the institute as a 'TGIC Host Institution'
- Providing strategic advice to the institute in establishing an Innovation & Entrepreneurship Cell
- Designing focussed training programs to boost innovation and entrepreneurship capabilities of students and faculty.
- Facilitate collaboration and partnerships in the local ecosystem

The Host Institute agrees to:

- Actively promote the Flagship Programs and Key Initiatives of TGIC among their students
- Organize awareness & capacity-building sessions on innovation and entrepreneurship
- Facilitate engagement with industry & alumni networks
- Curate a database of local mentors and innovators

Impact:

This partnership will empower the institution to lead innovation in the district and create long-term benefits for students and the local community at large.

Phase 2: Expanding the Reach

Once a TGIC Host Institution is recognised in a district, it will also play a pivotal role in supporting innovation in other colleges within the district.

- **Scouting Innovations:** The host institution will identify and mentor student innovators from other graduate level colleges in the district.
- **Expanding outreach on innovations among the communities accessible to the host institution.**
- **Creating a District Innovation Network:** The host will facilitate inter-college collaboration, bringing together innovators from various institutions.
- **Strengthening the Ecosystem:** Connecting young innovators with mentors, industry experts, and startup incubators.
- **Regular Innovation Meetups:** Guiding the institute in Organizing impactful workshops, hackathons, and networking events.
- **Access to Resources:** Create a supporting access to local innovators and students on taking their innovation journey ahead.

Impact: Grassroots innovators will get direct access to entrepreneurship support, mentorship, and the infrastructure required to scale their ideas.



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Phase 3: Collaborating on TGIC Grassroots Innovation Initiatives

To strengthen and facilitate the Innovation landscape in Telangana, TGIC's tentative Innovation Support program flows as shown below:

- i. Sensitization on Innovation
- ii. Capacity Building
- iii. Scouting of Innovations
- iv. Innovation Exhibitions
- v. Idea Validation
- vi. Dedicated product development and prototyping program
- vii. Scaling Program
- viii. Market Access
- ix. Registration and IP support.

These initiatives align with the TGIC Host Institution Program, ensuring a year-round engagement with students, faculty, and grassroots innovators.

Both parties herewith agree to:

1. **Term:** The Agreement shall commence from 26th March 2025 and remain in effect till 25th March 2026. This agreement may be extended by mutual written consent of both parties. If either party seeks to terminate the agreement, the terminating party must provide a 30 days' notice period.
2. **Independent Status:** TGIC Foundation & TGTWR Degree and PG College, Shadnagar will establish collaboration with one another only for the TGIC Host Institute Initiative. The decision on engaging with the other party on other programs will solely be decided by the party that is hosting the event or program. For all other activities aside mentioned in this agreement, the parties will seek written permission of each other within stipulated time.
3. **Proprietary Information:** All work performed under this Agreement by ABC ('Work Product'), including all notes, reports, documentation, drawings, audio-visuals, computer programs, inventions, creations, works, devices, models, work-in-progress, and deliverables, will be shared with TGIC as and when sought for.
4. **Confidential Information**
 - a) **'Confidential Information'** means any information and data, including in tangible, electronic or other form, of **TGIC Foundation or Service Receiver** that is identified as confidential or proprietary at the time of disclosure or which should be understood to be confidential by the nature of the information or the circumstances of the disclosure. Confidential Information shall include without limitation Services, products, data, business plans, strategies, technology, software, documentation, methodologies, know-how, technical information, financial information, information regarding each Party's operations, business relationships and the terms of this Agreement. Confidential Information shall not include any information which: (a) is known to the receiving Party prior to receipt hereunder from a source other than one having an obligation of confidentiality to the disclosing Party; (b) becomes lawfully known (independently of disclosure by the disclosing Party) to the receiving Party from a source other than one having an obligation of confidentiality to the disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement; or (d) is independently developed by the receiving Party without use of the Confidential Information. The receiving Party agrees that it will not use the Confidential Information of the disclosing Party in any way, for its own account or the account of any third Party, except for the purpose of performing services under this Agreement, nor will the receiving Party disclose the Confidential Information of the disclosing Party to any third Party except as required by law. The receiving Party will take reasonable precautions to protect the confidentiality of such Confidential Information. The obligations in this section of the Agreement shall survive for a period of six (6) months beyond the termination of this Agreement.



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to the **Service Receiver by TGIC Foundation** shall be withdrawn. Each party understands that the rights of termination hereunder are absolute. The terminating party shall not incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other arising from the terminating party's exercise of its termination rights under this Agreement.

6. **Proprietary Rights:** **TGIC Foundation** and Service Receiver will continue to own all copyrights, patents, trademarks, service marks, trade secrets and other proprietary rights that such Party owned immediately prior to the effective date.
7. **Force Majeure:** Except for any payment obligations, neither Party will be liable to the other for failure to fulfil obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, workstoppages or other labour difficulties ('Force Majeure Event'). The time for any performance required hereunder will be extended by the delay incurred as a result of such a Force Majeure Event.
8. **Disputes:** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives. Any dispute arising out of, in connection with or relating to this Agreement, or the breach, termination or validity thereof, that has not been resolved by negotiation ninety (90) calendar days after a Party's request for negotiation, shall be referred to and be finally settled by arbitration, by a panel of 3 (three) arbitrators, 1 (one) arbitrator to be appointed by each Party and the 2 (two) arbitrators so appointed shall appoint the 3rd (third) arbitrator. The arbitration shall be held in Karnataka, in accordance with the rules of the Indian Arbitration and Conciliation Act, 1996 ("Act"), as amended or modified. The arbitration award shall be final and binding for the Parties and shall be in writing and set forth the findings of fact and conclusions of law. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language.
9. **Jurisdiction:** This Agreement shall be deemed to be a contract made under and shall be construed in accordance with the laws of Republic of India (as applicable) and the courts of Telangana shall have the jurisdiction to adjudicate the disputes between the parties. TGIC shall render services under this Agreement from its headquarters located in Telangana.
10. **Notices:** All notices required or permitted hereunder shall be given in writing and (a) personally delivered to the other party, (b) sent by certified mail, return receipt requested, (c) sent by receipted delivery service, or (d) sent by facsimile with copy to the other party at the following address.
Any change in the address of any party shall be notified to the other by Registered Post on following address:

To:
Telangana Innovation Cell (TGIC Foundation)
T-Hub 2.0, 3rd Floor, Cabin #17
Plot No 1/C, Sy No 83/1,
Raidurg, Hyderabad, Telangana 500081
Mail Id:

To:
TGTWR Degree and PG College, Shadnagar
Survey No: 28, Solipur, Shadnagar Municipality,
Farooqnagar Mandal, Ranga Reddy District,
Telangana, Pin: 509216.
Mail ID: twrdcgirls.rangareddy@gmail.com

- 11. **Severability:** The Parties acknowledge and agree that if any of the provision of this Agreement is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable.
- 12. **Non-Assignment:** Neither Party shall assign or transfer its rights and obligations under this agreement without the prior written consent of the other Party
- 13. **Authority to Sign:** Each person signing the agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the agreement.
- 14. **Mutual Indemnity.** Each Party (the 'Indemnifying Party') hereby agrees to indemnify, hold harmless and defend the other Party, its directors, officers, employees, affiliates, contractors, partners, shareholders, invitees and agents (each an 'Indemnified Party') against any and all liabilities, suits, judgments, settlements, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, all reasonable legal fees and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of or resulting from any one or more of the following occurring during or after (but attributable to a period of time falling within) the Project Period: (i) any accident, injury (including death) or damage to any employee of the Indemnifying Party occurring in, on or about the premises of an Indemnified Party or any part thereof (the 'Premises'), (ii) any accident, injury (including death) or damage to any person or property occurring in, on or about the Premises as a result of the act or neglect of any employee of the Indemnifying Party, or (iii) any act or failure to act on the part of any employee of the Indemnifying Party while in, on or about the Premises during the performance of this Agreement.
- 15. **Costs and Expenses:** There is no financial implication on both parties as a part of this MoU.
- 16. No amendments to the Agreement shall be valid unless executed in writing and signed by both parties.

In Witness Whereof the parties have executed this Agreement by their duly authorized representatives:

Agreed and Accepted
TGTWR Degree and PG College, Shadnagar

Signature: Neeta
Name: Dr. A. Neeta
Designation: Principal
Date: 26/3/25
PRINCIPAL
TGTWR DEGREE COLLEGE (WOMEN)
Shadnagar, R.R. Dist-509216,

Agreed and Accepted

TGTW FOUNDATION

Signature: Meraj Faheem
Name: Meraj Faheem
Designation: Interim Chief Executive Officer
Date: