## MEMORANDUM OF UNDERSTANDING

## **BETWEEN**

# AIC BARC ANUSHAKTI FOUNDATION (AIC ANUSHAKTI), Mumbai

## AND

Homi Bhabha National Institute (HBNI),

Mumbai

### **FOR**

COLLABORATIVE ACTIVITIES
PROMOTING TECHNLOGY
TRANSLATIONS AND ESTABLISHING A
SUSTAINABLE STARTUP ECOSYSTEM

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and executed on **20**<sup>th</sup> day of the August 2025 ("Effective Date") at **Homi Bhabha National Institute (HBNI), Mumbai.** 

#### BY AND BETWEEN

AIC BARC ANUSHAKTI FOUNDATION (hereinafter called AIC ANUSHAKTI, which expression shall, unless it is repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns), a Section-8 company incorporated under Companies Act 2013, having its registered office at Project House Building, Anushaktinagar, Mumbai 400094 on the FIRST PART;

#### AND

Homi Bhabha National Institute (hereinafter referred to as 'HBNI, which expression shall, unless it is repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns), established in 2005 under section 3 of the UGC Act having its office at 2nd floor, BARC Training School Complex, Anushaktinagar, Mumbai, Maharashtra, India – 400094 on the SECOND PART;

AIC ANUSHAKTI and HBNI are hereinafter referred to individually as "PARTY" or collectively as "PARTIES".

#### WHEREAS

- AIC ANUSHAKTI has been incorporated with 100% equity holding by the Department of Atomic Energy, Government of India, hosted at Project House Building, BARC, Anushaktinagar, Mumbai, and promoted by Atal Innovation Mission, NITI Aayog.
- AIC ANUSHAKTI has mandate to translate BARC developed technologies, know-how, and expertise into marketable products, processes, and services by facilitating technology transfer & licensing, incubation, consultation, equipment development & supply, and all other activities with the seamless guidance, help, and support of BARC officials for supporting the evolving ecosystem of BARC-industry/ start-up partnership contributing towards "Atma-Nirbhar Bharat";
- BARC is a premier R&D organization under the Department of Atomic Energy, Government of India, working in the areas of development and applications of Reactor Technologies, Fuel reprocessing and waste management, Isotope Applications, Radiation Technologies, Nuclear Agriculture and Food related technologies, Accelerator and Laser Technology, Electronics, instrumentation and reactor control and Materials Science and related technologies;
- HBNI is a premier deemed to be University established to nurture in-depth capabilities in nuclear science and engineering and to serve as a catalyst to accelerate the pace of basic research and facilitate its translation into technology development and applications through academic programs, viz., Master's and Ph.D. degrees in Engineering, Physical,

AIC ANUSHAKTI

Page 2 of 6

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- Chemical, Mathematical, Life and Medical & Health Sciences while encouraging interdisciplinary research.
- HBNI presently has 12 Constituent Institution (CI)/ Off-Campus Centre (OCC): Bhabha Atomic Research Centre (BARC), Mumbai; Indira Gandhi Centre for Atomic Research (IGCAR), Kalpakkam; Raja Ramanna Centre for Advanced Technology (RRCAT), Indore; Variable Energy Cyclotron Centre (VECC), Kolkata; Saha Institute of Nuclear Physics (SINP), Kolkata; Institute for Plasma Research (IPR), Gandhinagar; Institute of Physics (IoP), Bhubaneswar; Harish-Chandra Research Institute (HRI), Prayagraj (Allahabad); Institute of Mathematical Sciences (IMSc), Chennai; Tata Memorial Centre (TMC), Mumbai; National Institute of Science Education and Research (NISER), Bhubaneswar; Homi Bhabha Cancer Hospital & Mahamana Pandit Madan Mohan Malaviya Cancer Centre (HBCH & MPMMCC), Varanasi.
- HBNI aims to collaborate with AIC ANUSHAKTI on various programs outlined in Section 1 of this MOU, enabling AIC ANUSHAKTI to utilize its expertise in the field to develop high-quality programs and disseminate knowledge resources seamlessly among the stakeholders.
- Both PARTIES desire and intend to collaborate and build on the synergy to publicize and nurture grassroots innovations leading to technology translations and sustainable startup ecosystem.

## IT IS THEREFORE AGREED BY AND BETWEEN AIC ANUSHAKTI AND HBNI TO ENTER INTO AN UNDERSTANDING AS FOLLOWS:

- 1. **RESPONSIBILITIES**: Both PARTIES enter this MOU to enable collaboration with each other with the specific aim of providing capacity-building and mentoring support as per the following:
- 1.1. Both PARTIES will facilitate challenge-specific mentorship support under their respective areas of expertise;
- 1.2. Both PARTIES will support each other's programs/events in the role of knowledge and research/ ecosystem partners;
- 1.3. Both PARTIES will promote the initiatives of other PARTY via official channels namely notices, social media, etc.
- 1.4. Both PARTIES will connect its client institutions and networks with each other for support on a need basis;
- 1.5. Both PARTIES will collaborate with each other to identify and facilitate market access opportunities for each other's startups/ industrial co-developers;
- 1.6. Both PARTIES would facilitate to organize joint events for the benefit of the startups and industrial co-developers based on mutual interest;

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Page 3 of 6

- 1.7. Both PARTIES will mention other PARTY as "/Incubator Ecosystem Partner" on their website.
- 1.8. Both PARTIES agree to permit the usage of their logos on marketing collaterals and related mediums for non-commercial purposes only with prior written approval.
- 2. **CONFIDENTIALITY**: With respect to this arrangement and any other information supplied in connection with the arrangement, by one PARTY to the other, in any form whether verbal or written, through any medium whatsoever, shall be deemed to be confidential information if it is labelled / declared as such by disclosing PARTY to the other PARTY at the time of disclosure (the "Confidential Information"). It is agreed by both the PARTIES that with respect to the Confidential information they shall:
- 2.1. Protect the confidential information in a reasonable and appropriate manner or in accordance with the applicable professional standards;
- 2.2. Use confidential information only to perform obligation under this MoU; and
- 2.3. Reproduce confidential information only as required to perform its obligations under this arrangement.
- 2.4. EXEMPTION TO CONFIDENTIALITY
- 2.4.1. If the information is already available in public domain;
- 2.4.2. The obligation shall not be applicable when the receiving PARTY is required to disclose information in compliance of any order by Court or Government Agency,
- 2.4.3. Is or becomes publicly known, otherwise than as a result of a breach of this MoU by the PARTIES;
- 2.4.4. Is developed independently of the Disclosing PARTY in circumstances that do not amount to a breach of the provisions of this MoU.
- 3. **NON-FINANCIAL OBLIGATIONS**: This arrangement doesn't contain any financial obligations/ commercials and Parties acknowledge that all visits of its staff and related costs will be undertaken by their own respective PARTY. However, the PARTIES may enter into separate and specific commercial agreements depending on the joint initiatives rolled out by the PARTIES in accordance with this MoU.
- 4. **NON-BINDING OBLIGATION**: This document is not intended to create legal or binding obligations on either PARTY. It serves only as a record of the PARTIES' current intentions. Before any of the activities set out in this MoU are implemented, to ensure the activities can be accomplished in conformity with the law and so as to enable the principles set out in this MoU to be implemented, the PARTIES shall enter into formal and binding separate agreement or agreements with each other which will detail the specific form and content of the activities and cover the responsibilities and rights of each PARTY. Such agreements will be negotiated in good faith.

AIC ANUSHAKTI

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Page 4 of 6

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- 5. **PUBLIC STATEMENT:** The PARTIES agree that, without prior review and written approval of the other PARTY, neither PARTY shall issue a press release or otherwise make a public announcement concerning the subject matter of this MoU or make any statements on behalf of or concerning the other PARTY to press, media, brokers, banks, and/or any other person.
- 6. **JOINT COORDINATION COMMITTEE (JCC)**: Both PARTIES will constitute a JCC with the members from respective PARTY to give effect to this MoU. The JCC will periodically review and identify ways to strengthen cooperation between the PARTIES.
- 7. **EXCERCISING AUTHORITY**: Any/all instructions or notices which are to be given to and for any/all acts authorized or required to be done under or in consequence of these conditions by AIC ANUSHAKTI may be done by the nominee(s) of the Chairman, Board of Directors, AIC ANUSHAKTI. The exercising authority in the case of the HBNI shall be Vice Chancellor, HBNI or his nominee.
- 8. **MoU TENURE, AMENDMENT, and RENEWAL**: This MoU commences from the date of the last signing and shall be in force for a period of **7 YEARS**. The MoU may be terminated at any time by mutual consent or by 1 months' notice by either PARTY with no obligation to either PARTY except the **CLAUSE NO. 2**, which is virtual in nature. It may be amended, modified, extended, or renewed only with the written consent of both PARTIES. The PARTIES may agree to renew this MoU, 1 (One) month prior to the end of the tenure of this MoU on mutually agreed terms.

#### 9. **DISPUTE RESOLUTION**:

- 9.1. JCC shall be first forum to resolve any dispute solution between both the parties.
- 9.2. Difference of opinion, if any, rising during the currency of this MoU will be settled on the basis of mutual consultation. In the event of any unresolved dispute, both parties hereby agree to refer the matter under dispute for joint resolution to the Chairman, BoD, AIC ANUSHAKTI and Vice Chancellor, HBNI.
- 10. **FORCE MAJEURE CLAUSE**: Neither party shall be held responsible for nonfulfillment of their respective obligation under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strikes(s), Lockouts(s), Epidemics, Riots, Civil Commotions, etc., provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within one month of such occurrence and cessation. If the majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.
- 11. This MoU is a statement of intent to foster genuine and mutually beneficial collaboration. The specific terms of this MoU do not preclude the development of future collaborative ventures or projects not mentioned in this document.

AIC ANUSHAKTI

Page 5 of 6

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12. This Agreement is executed in two Originals having equal legal validity. One Original signed copy shall be retained by AIC ANUSHAKTI, and the other Original signed copy shall be retained by the HBNI.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THROUGH THEIR AUTHORIZED REPRESENTATIVES.

For and on behalf of	For and on behalf of
AIC BARC ANUSHAKTI FOUNDATION	Homi Bhabha National Institute
Signature  Name & Seal: MARCIN MASCARENT  Place: Mumba CHAIRMAN & DIRECTOR  AIC ANUSHAKTI  Date: 20th August 2025  Signed in presence of:	Signature  Name & Seal:  Place: Mumbai  Place: Mumbai  होमी भाषा राष्ट्रीय संस्थान  Homi Bhabha National Institute  Date: 20 <sup>th</sup> August प्रिक्ट हिनातप परिसर, अगुशक्तिनगर, गुंबर - ४०० ०९४  Training School Complex, Anushakti Hagar, Humbai - 400 094  Signed in presence of:
1. JA 4 No. [Name and Sign] David Bah, 1	1
2. Amag [Name and Sign] / P- A-Hassan)	2. Diparah Sect [Name and Sign] ( Prof. Diparata Dutta