

MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT AND INCUBATION
NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI
(CEDI – NITT)



AND

CAUVERY COLLEGE FOR WOMEN (AUTONOMOUS), TIRUCHIRAPPALLI
(CCW)

FOR

Promoting Entrepreneurial & Innovation culture at various levels and to
provide incubation support system for startup activities

For CEDI NITT

Director

Centre for Entrepreneurship Development and Incubation
National Institute of Technology, Tiruchirappalli-620 015.

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V. Vijayalakshmi
For CCW

Principal

**Cauvery College For Women
(Autonomous)
Annamalai Nagar,
Tiruchirappalli - 620 018.
Tamilnadu.**



தமிழ்நாடு தமிழ்நாடு TAMIL NADU '14 JUN 2023' 02AC 652500



Centre for Entrepreneurship Development & Incubation
National Institute of Technology, Trichy-15.

V. செல்வராஜ்
உரிமம் எண்: 872008
திருவெறும்புர
திருச்சி (தமிழ்நாடு)

This MEMORANDUM OF UNDERSTANDING ("MoU") is made
at NIT, Tiruchirappalli on the 15th day of JUNE 2023

BETWEEN

CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT AND INCUBATION - NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI THE INCUBATION CENTRE having its registered office at NITT Campus, Tanjore Main Road Tiruchirappalli -620015, Tamil Nadu, India, hereinafter referred to as "CEDI-NITT" the Mentor Institute which expression shall unless repugnant to the context or meaning thereof shall include its successors, assigns) of First part

AND

CAUVERY COLLEGE FOR WOMEN (AUTONOMOUS), having its registered office at Annamalai Nagar, Tiruchirappalli -620018, Tamil Nadu, India, represented by Dr.V.Sujatha, Principal hereinafter referred to as "" the Mentee Institute which expression shall unless repugnant to the context or meaning thereof shall include its successors, assigns) the second part

Both the parties shall be collectively called as "Parties".

For CEDI NITT

Director

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V. Sujatha
For CCW
Principal
Cauvery College For Women
(Autonomous)
Annamalai Nagar,
Tiruchirappalli - 620 018.
Tamilnadu.

Objectives: In accordance with the mutual desire to promote cooperation between Mentor Institute-CEDI NITT and Mentee Institute – CCW Parties are entering into a formal agreement in the form of MOU with the objective of promoting entrepreneurship.

The main objectives of the association are,

1. Creating an Incubation support mechanism at Mentee institute
2. Building entrepreneurial culture at the institutional level
3. Promoting entrepreneurship amongst students, scholars, faculty, at institutional level
4. Identifying and selecting those who can be developed into entrepreneurs
5. Developing their entrepreneurial capabilities, domain & business skills
6. Providing infrastructure and lab facility support to the identified startups subjected to further separate evaluation process and scrutiny under CEDI NITT Incubatee selection process

Following are the responsibilities of the Mentee Institute CCW: -

- i. to promote entrepreneurship among students, faculties, staff who are aspiring entrepreneurs, to set up their own businesses with the support of Mentor Institute.
- ii. CCW can direct students, faculties, and staff after primary evaluation to Mentor Institute for further incubation guidance.
- iii. CCW can run event/ seminar/ workshop on entrepreneurship jointly either at CCW or at Mentor Institute as per mutual discussion and agreement before such event.
- iv. CCW shall share their entrepreneurship related event details and activities with Mentor Institute community.
- v. CCW shall provide facility & lab support, if required by Mentor startups and will have separate effort and cost estimations, to be discussed and agreed between both the parties to the same.
- vi. CCW shall display Mentor Institute's Posters/Standees at their various entrepreneurship related joint events which will have both Mentor Institute and CCW logos.
- vii. CCW shall promote Mentor Institute by displaying Mentor Institute's name and logo on the CCW website.

Following are the general responsibilities of the Mentor Institute 'CEDI NITT': -

- a. Mentor Institute shall provide incubation and entrepreneurship development related support to CCW as a remote incubation center at their campus.
- b. Mentor Institute shall provide the basic mentoring with available internal resources to the students, faculty and staff from CCW subject to the idea evaluation under the suitable incubation module suggested by Mentor Institute.
- c. The incubatee at the Mentee Institute can be co-incubated at Mentor Institute, virtually or physically by paying nominal incubation charges. They can also use the facilities from time to time by paying nominal charges. Once, co-incubated, such incubatees would be eligible to apply for various schemes for grant or seed funding through Mentor Institute.
- d. Mentor Institute will also display CCW Posters/Standees at their various entrepreneurship related joint events which will have both Mentor Institute and CCW logos.
- e. Mentor Institute's events will be shared with CCW community.
- f. Mentor Institute shall promote CCW by displaying CCW name and logo on the Mentor Institute's website, as per usage policy communicated by Mentor institute from time to time.
- g. Mentor Institute and CCW shall follow **Annexure 1 "Scope of Engagement"** to get engaged in routine activities.

For CEDI NITT



Director

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For CCW

V. Venjatho
Principal

**Cauvery College For Women
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- h. The substantial time and efforts beyond the activities mentioned in the Annexure 1 "Scope of Engagement" shall be estimated separately and mutually agreed by both the parties

Following are the terms and conditions of the agreement:

1. The term of this MOU shall commence on the **15th JUNE 2023** and shall continue until the expiry of 1 year i.e. **15th JUNE 2024** from the Effective Date. This agreement will have to be mutually renewed by both the Parties as per need basis. Either Party may terminate this MOU by giving thirty (30) days written notice to the other Party.

2. In case, if any expenses and cost including travel, accommodation, honorarium gets involved for the different activities related to this MoU by the Mentor Institute, then such expenses and cost shall be borne by the mentee institute. Any exception to this clause would be based on prior written/email consent and mutual agreement of both the parties.

3. Confidentiality:

During the term of this Agreement, either party may disclose to the other party, or either party may obtain access to proprietary and confidential information or material concerning or related to the other party's and/or either party's customer's manufacturing processes, services, products, or general business operations. Such information or material includes, but is not limited to, discoveries, inventions, research, improvements, or deficiencies regarding the parties' and/or customer's products or services, transactional profits, pricing and discount methods, employee lists, software code, programmer documentation, software algorithms, software development, testing and diagnostic techniques, customer lists and identifications, and any information designated or overtly treated by the party as ("Confidential Information"). However, Confidential Information shall not include any information which (a) is or becomes publicly known through no wrongful act or omission by the receiving party; (b) is known by a receiving party without any proprietary restrictions at the time of receipt of such Information from the disclosing party and/or customer; or (c) becomes rightfully known by a receiving party without proprietary restrictions from a source other than the disclosing party or customer (d) independently developed by the receiving party; or (e) approved by the disclosing party for release.

Either party acknowledges the confidential and proprietary character of the Confidential Information and agrees that the Confidential Information is the exclusive and valuable property of the disclosing party. Both the parties undertake to protect the Confidential Information with the same degree of care as it uses to protect its own Confidential Information. Accordingly, receiving party agrees not to reproduce any of the Information except as necessary to perform services hereunder, and not to divulge all or any part of the Confidential Information to any third party, either during or after the term of this Agreement.

The secrecy of the Confidential Information disclosed pursuant to this Agreement shall be maintained for a period of five (5) years following disclosure thereof. In case of breach, the affected party shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law.

4. Intellectual Property:

The parties agree that neither of them shall acquire by virtue of this Agreement or any agreement, any rights of ownership, right to use or any other interest, right or title of copyrights, patents, trade secrets, trade marks, or any other Intellectual Property rights owned by the other party and/or developed or created independently by other party during this Agreement, and nothing herein shall mean nor shall be construed to mean that they are at any time assigned, licensed or otherwise alienated to the other party, nor the other party shall be entitled to claim any right, title or interest therein, at any time.

For CEDI NITT



Director

Centre for Entrepreneurship Development and Incubation
National Institute of Technology, Tiruchirappalli-620 015.

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V. Vijaya

For CCW

Principal

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5. Annual Engagement Fee:

Mentee Institute will pay an annual Program Services fee ("Annual Fee") of **Rs 24,000/- (Rupees Twenty Four Thousand Only)** for the availability of Co-Incubation for a period of one year engagement, as detailed above.

Payable at:

CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT AND INCUBATION (CEDI- NITT)

Ac/ No: 32529693984

Bank: State Bank of India, Branch: NIT T Campus

IFSC Code: SBIN0001617

6. Term & Termination:

This Agreement shall be valid for a period of "**1 (One)**" year from the date of signing of the Agreement by both the parties unless extended in writing by both the parties for such term as may be mutually agreed upon or unless terminated earlier in accordance with this Agreement. Any extension shall be done prior to thirty (30) days of the completion of the Agreement period. Either party may, without any termination obligations and liability, terminate this Agreement for any reason by providing prior notice in writing of at least 30 (thirty) days to the other party.

7. Relationship Between the Parties:

This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. Nothing in this MoU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party. At all times contemplated herein, Mentor Institute and <short name of institution> shall remain independent entities, each responsible for its own employees.

8. Right of Refusal:

Both parties shall reserve the right to refuse to undertake an assignment/ perceived business opportunity under the joint responsibility of this Agreement after citing appropriate reasons.

9. No Liability:

Neither Party shall be liable to the other for any damages, whether direct indirect, incidental consequential or special damages arising out of the performance or non-performance of the terms hereunder except for the breach of confidentiality and Intellectual Property.

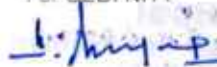
10. Participation in Similar Activities

This MOU is a non-exclusive partnership, in no way restricts Mentor Institute or ^{CCW} KRIG-NEGFR participating in similar activities with other public or private agencies, organizations, or individuals.

11. Force Majeure:

Neither of the parties hereto shall be considered in default in performance under the MoU if such performance is prevented or delayed by events such as war, civil war (whether declared or not), commotion, insurgency, hostilities, revolution, riots, strikes, lockouts, conflagrations, epidemics, accident, fire, flood, droughts, pandemics, earthquake or any act of god or order of the Government or causes beyond the reasonable control of the party affected, provided notice in writing is given within ten days, failing which, within the shortest period, by party affected. Soon after the cause majeure has been removed, the party whose ability to perform its obligation has been affected shall

For CEDI NITT



Director

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National Institute of Technology, Tiruchirappalli-620 015.

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notify the other of such cessation and of the actual delay occurred such affected activity abducting necessary evidence in support thereof. From the date of occurrence of case of force majeure, the obligations of the party affected shall be suspended during the continuance of any inability resulting there from have been removed and the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the delay occasioned by such events. Should one or both parties be prevented from fulfilling the obligations by a state of Force Majeure lasting for a period of more than three (3) months, the parties shall consult each other and decide on the future execution of the MoU or/and the respective Project Agreement.

12. Extension or amendment of this MOU:

This MOU may be extended or amended only through by common written consent between the Parties. The decision to amend or extend the MOU, and language describing the agreed upon changes, shall be documented in writing, including the date of the amendment/extension, and the signatures of the authorised signatory of each Party.

13. Notices:

All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this MoU. Electronic communications are admissible provided these are sent with delivery confirmation receipt and followed by physical copy mailed as set forth above.

14. Publicity:

Both the Parties shall be entitled to issue or make any press releases or other public announcements relating to this MoU. However, all press releases or other public announcements relating to this MoU must be approved in advance and in writing, in each instance, by both the Parties.

15. Governing Law:

This MoU shall be construed, interpreted and governed by the laws of Republic of India & Courts /Tribunal having exclusive jurisdiction over Tiruchirappalli

16. Dispute Resolution:

Any disputes arising between the Parties regarding the interpretation or implementation of this Agreement or any controversy or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, (Herein after referred to as the 'Dispute') both parties shall attempt to resolve the Dispute in good faith within the (30) days after either party informing the other party in writing of existence of such Dispute, failing which either party shall refer the dispute to arbitration conducted through mutually appointed sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 including any amendments thereto. The arbitration proceedings shall be held in the English language. The arbitration proceedings shall be held at Tiruchirappalli, India. The parties shall share the cost of arbitration equally. The arbitration award shall be final and binding on both parties.

17. Severability:

If any provision of this Agreement shall be held invalid in arbitration/in a court of law, the remaining provisions shall be construed as if the invalid provision was not included in this Agreement. The parties shall endeavor to replace such invalid provision with another provision which as far as legally possible reflects the original intent of the Parties.

For CEDI NITT


Director

Centre for Entrepreneurship Development and Incubation
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For CCW


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18. Counterparts:

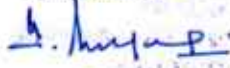
This MoU shall be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one MoU.

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be duly executed as of the day and year first written above.

For and on behalf of Mentor Institute: CEDI NITT	For and on behalf of Mentee Institute: CCW
	
Dr.M. Umapathy Director Centre for Entrepreneurship Development and Incubation – National Institute of Technology, Tiruchirappalli (Stamp) Director Centre for Entrepreneurship Development and Incubation National Institute of Technology, Tiruchirappalli-620 015.	Dr. V.Sujatha The Principal CAUVERY COLLEGE FOR WOMEN (Autonomous) Tiruchirappalli (Stamp) Principal Cauvery College For Women (Autonomous) Annamalai Nagar, Tiruchirappalli - 620 018. Tamilnadu.
In presence of	In presence of
	
Chief Executive officer Centre for Entrepreneurship Development and Incubation National Institute of Technology, Tiruchirappalli-620 015.	



For CEDI NITT



Director

Centre for Entrepreneurship Development and Incubation
National Institute of Technology, Tiruchirappalli-620 015.



For CCW



Principal

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Annexure 1 – Scope of Engagement

S NO	SCOPE OF CO- INCUBATION ACTIVITIES	OFFERING TERM
A	<p>Guidance in activities associated with setting up of an incubator</p> <ol style="list-style-type: none"> 1. Space, Design of incubator 2. Labs and Lab equipment 3. Legal structure of an incubator 4. Governance Mechanism 5. Sourcing, Selection, support for start-ups 6. Eco-system Development 7. Funding schemes for Incubator and Start-ups 	<ul style="list-style-type: none"> • Max 2 hrs for the entire offerings. • Only verbal guidance will be provided.
B	<p>Training/Awareness Sessions in a year – 1 to 2 hrs per topic</p> <ul style="list-style-type: none"> • Topics may vary as per requirement & availability of the expert resources & after mutual agreement between two parties • Facilitation for the sessions more than designated numbers decided in each category would be charged separately • Speakers Honorarium to be paid by the mentee institute • Any travel expenses in such case to be paid by the mentee institute at actuals • Mentee Institute can also suggest different topics related to Innovation and Entrepreneurship. Mentor team will help in facilitating the speaker arrangement. 	<ul style="list-style-type: none"> • If required, Mentor can conduct on chargeable basis on request. • This will be considered as an independent activity

For CEDI NITT



Director

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For CCW

Principal

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Boot camp/ Workshop

- Topics may vary as per requirement & availability of the expert resources & after mutual agreement between two parties
 - Felicitation for the sessions more than designated numbers decided in each category would be charged separately
 - Speakers Honorarium to be paid by the mentee institute
 - Any travel expenses in such case to be paid by the mentee institute at actuals
1. Workshop covering below suggested topics with case studies
 - i. BMC/Company compliances/IPR/Market potential/Finance and funding preparedness/ idea validation/ effective pitching etc...
 2. Guest lectures – 1 session per day – Customizable for
 - i. First gen/successful entrepreneur's /Women entrepreneurs
 3. Idea competition – limited to boot-camp participants
 - i. Day 1 – decide idea
 - ii. Day 1 to 2 – work on idea
 - iii. Day 2 – present idea
 4. Specifically for faculty we can have following separate sessions for capability building
 - i. Pre-incubation Mentoring
 - ii. How to run various activities on campus
 - iii. Policy formation
 - iv. Structure formation etc.

- If required, Mentor can conduct on chargeable basis on request.
- This will be considered as an independent activity

C

For CEDI NITT



Director

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For CCW
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D	<p>Competition</p> <p>1. Mentor Team will help in designing the competition theme, evaluation framework etc.</p> <p>2. Mentor team can also be part of evaluation committee</p> <p>3. Mentor Institute will support potential candidates for Pre-incubation</p>	<p>This is not covered in this scope of engagement shall be provide on request and pro rata basis</p> <ul style="list-style-type: none"> • This will be considered as an independent activity
E	<p>Incubation Support</p> <p>1. Shortlisted candidate could be considered as Pre-incubatee of Mentor Institute and mentored at the Mentee Institute</p> <p>2. Shortlisted candidates can use Mentor's facility & infrastructure on case to case basis after getting evaluated, reviewed and recommended by Mentor management.</p> <p>3. Office seating place could be offered on nominal chargeable basis. In such cases candidate will get below mentioned benefits:</p> <ul style="list-style-type: none"> i. Access to different events ii. Discounted pricing for captive and collaborative networking events, showcases, conferences, and forums if available for Mentor Institute start-ups iii. Access to high quality network of investors, mentors, and service providers iv. Access to student internship program v. Access to Meeting rooms at Mentor Institute, 	<p>This is not covered in this scope of engagement</p> <ul style="list-style-type: none"> • This will be considered as an independent activity on demand /request
F	<p>Interactive Session with Start-ups Incubatee companies</p>	<p>Y</p>

For CEDI NITT

[Signature]

Director

Centre for Entrepreneurship Development and Incubation
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[Signature]

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