

## MEMORANDUM OF UNDERSTANDING

(SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY) (SIU) an Institution deemed to be University so declared under section 3 of the University Grant Commission Act, 1956 having its main campus at Gram: Lavale Taluka: Mulshi District: Pune Maharashtra India Pin: 412115 for and on behalf of its constituent Symbiosis Centre for Entrepreneurship & Innovation (hereafter referred to as SCEI), a Section 8 Company which is supported by Department of Science and Technology, Govt. of India, located at Symbiosis International University Campus, Lavale, Pune (Maharashtra)

**And**

(Marathwada Mitra Mandal's Institute of Technology, Lohegaon, Pune). Hereafter referred to as Partner Institute.

[It is clearly and distinctly understood and acknowledged that this MOU has been executed by SIU on behalf of SCEI Pune, one of its constituents. Therefore, all the rights and obligations provided in this Agreement shall be performed/ exercised by SCEI Pune on behalf of SIU.]

Marathwada Mitra Mandal's Institute of Technology, Lohegaon, Pune and SCIE, Pune may be referred to herein individually as a "Party" and collectively as "Parties"

**Whereas**, SCEI, a Special Purpose Vehicle established by Symbiosis International (Deemed University) University, has been funded by Department of Science and Technology, Govt. of India under NATIONAL INITIATIVE FOR DEVELOPING AND HARNESSING INNOVATIONS (NIDHI), Technology Business Incubator TBI (NIDHI-TBI) scheme with an objective of supporting early stage startups.

**And Whereas**, SCEI aims to nurture and promote the spirit of entrepreneurship in India through various initiatives such as training programmes, mentoring, incubation, pre-incubation, etc.

**And whereas**, to facilitate the entrepreneurial activities on campus and foster student entrepreneurship, SCEI and Marathwada Mitra Mandal's Institute of Technology, Lohegaon, Pune) have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the cooperation of the two institutions set out in the following sections.

IT IS HEREBY AGREED by and between the parties hereto as follows:

## **1. PURPOSE:**

This MoU is entered into between the Partner Institute and SCEI wherein both the parties agree to work together to develop the entrepreneurship development capabilities of the Partner Institute leveraging SCEI network, expertise, models, content frameworks and best practices for entrepreneurship development and programmes.

## **2. SCOPE OF CO-OPERATION:**

2.1. The common intent and goals of Parties in this MoU is to develop impactful programmes, entrepreneurship and innovation cell organizational structures and policies within the Partner Institute for entrepreneurship development towards the goal of creating student entrepreneurs, and a vibrant campus entrepreneurship ecosystem.

2.2. Both Parties are committing to sincerely fulfilling their roles and responsibilities to the fullest in order to accomplish the defined goals mutually outlined by them.

## **3. OBLIGATIONS OF SCEI:**

3.1. SCEI will guide the partner institute to establish a vibrant student entrepreneurship and innovation club (i.e. Entrepreneurship Cell / Innovation Council). In case the partner institute already has E-Cell/Innovation Council, SCEI will help in making the cell more active and impactful, with guidance and for planning and conducting various activities related to entrepreneurship, innovation, design thinking, IPR, etc.

3.2. SCEI will help the partner institute in identifying suitable students as E-Cell/Innovation Council Leaders.

3.3. SCEI will help partner institute to inspire and motivate their students for entrepreneurship through online/offline awareness sessions, invitation for SCEI organized webinars, etc.

3.4. SCEI will help the partner institute on capacity building of their faculty members to launch and lead campus entrepreneurship development initiatives through joint faculty training programmes.

3.5. SCEI will help partner institute to design a calendar of activities to be conducted by the E-Cell throughout the year. Partner institute may choose the activities to be undertaken.

- 3.6. SCEI will help partner institute to design and organize joint activities which shall include but shall not be limited to creation of business plans, Competitions, Innovation Challenges, Idea Carnivals, Boot Camps, Hackathons, etc. Such activities may be promoted as being jointly conducted by SCEI and the Partner Institute, subject to mutual discussion and agreement on the terms by both the parties, on case-to-case basis
- 3.7. SCEI may help partner institute to connect with resource persons (speakers, judges, etc.) for various entrepreneurial activities at institute. The travel, stay, logistics arrangements, coordination with the resource person and honorarium, if any, will be managed by the Partner Institute. SCEI's role will be just that of connecting with the resource person. It is expected that the partner institute deals and communicates with these resource persons in a professional manner ensuring that in no way their communication or interaction harms the professional relation SCEI has with these resource persons.
- 3.8. SCEI may also provide access to its innovation lab to the students of the Partner Institute at discounted/no charges, at the discretion of SCEI team, on case-to-case basis.
- 3.9. SCEI may provide partial/full scholarship for their training programmes to selected students from the partner institute demonstrating high entrepreneurial intent and potential, at the discretion of SCEI team, on case-to-case basis.
- 3.10. SCEI may provide guidance and support to the partner institute in building entrepreneur community more specifically in building entrepreneurial panels of mentors, and experts for the various kinds of programs.
- 3.11. For events, competitions, etc. of national level organized jointly by SCEI and the partner institute, SCEI may, at the discretion of its CEO, may offer rewards in the form of free/discounted entry to some paid training, mentoring or pre-incubation programme/s to the top performing teams of the event/competition. The nature of the reward will be decided by SCEI team and communicated to the partner institute.
- 3.12. SCEI will organize "A Day at SCEI" trips at SCEI campus for selected students of the partner institute. As a part of this initiative, the students can visit SCEI campus, have a look at the innovation lab as well as the unique puzzle zone, and interact with the Startups incubated at SCEI. On request, customized activities such as puzzle fair, entrepreneurial games, short workshops, hands-on activities 3D printers, Laser Cutting M/c, etc. can also be planned at discounted/no charges. Details will be worked out on case-to-case basis. The travel, food and other arrangements will have to be managed by the partner institute. These visits will be subject to the restrictions related to Covid-19 imposed by the Government authorities from time to time.

3.13. Subject to the interest of the partner institute, SCEI may offer customized short/long term training programmes for the students, alumni, staff, and faculty of the partner institute on topics such as innovation, business models, design thinking, entrepreneurial motivation, intrapreneurship, business plans, entrepreneurial leadership, lean startup, etc. Joint incubation or pre-incubation programme for students of the partner institute can also be considered. Joint certificates from SCEI and the partner institute may also be issued to the participants. The course content, training dates, duration, delivery channel, possibility of joint certification, financials and other relevant matters will be discussed and finalized on case-to-case basis.

3.14. It is further agreed that all the above activities shall be on best effort basis and subject to availability of resources at the disposal of SCEI.

#### **4. FUNDING:**

4.1 Neither Party shall enter into any contract on behalf of the other Party nor commit the other to any expense without the other Party's prior express written authority.

4.2 All activities carried out under the terms of this MoU shall be separately negotiated and determined by both Parties in a separate writing, subject to available resources and giving consideration to other limiting conditions.

4.3 Each Party shall bear its own costs and expenses for the activities arising from this MoU unless otherwise mutually arranged and agreed upon by the Parties in writing.

4.4 The Partner institute hereby agrees to bear the expenses of any material/resources that are provided by SCEI in fulfillment of its obligations laid out in Clause 3 of this Agreement. SCEI reserves the right to finalise the expenses borne by it on case to case basis.

#### **5. OBLIGATIONS OF THE PARTNER INSTITUTE:**

5.1 The Partner Institute hereby agrees to extend full support and willingness from the management to help develop the institution's entrepreneurship capacity.

5.2 Partner Institute should be committed to facilitate & support entrepreneurship courses, programs and activities on a regular basis and allocate necessary resources and permissions to enable implementation of these activities.

5.3 Partner Institute shall assign dedicated faculty team (at-least two faculty members) having interest, motivation and ability to be an entrepreneur educator and facilitator to be Entrepreneurship Faculty Leaders for effectively conducting the activities and initiatives covered under this MoU.

- 5.4 Partner Institute shall appoint / depute a faculty member having interest in entrepreneurship, to act as a Single Point of Contact (SPOC). The SPOC can be one of the Entrepreneurship Faculty Leaders. All communication with SCEI will be routed through the SPOC, keeping the head (principal/director) of the partner institute informed of the development.
- 5.5 Partner Institute shall identify and nominate 3-4 students, from the E-Cell/ Innovation Council executive team, as Student Ambassadors of SCEI in the institute.
- 5.6 Partner Institute shall support SCEI in its endeavors of creating impact in the entrepreneurial ecosystem by promoting SCEI events, training and incubation programmes, etc. through its social media channels.
- 5.7 Partner Institute shall organize one inaugural/orientation event to officially announce this partnership. The event can be online or offline and all the students as well as faculty of the institute should be invited. SCEI representative will also address the participants during this event, apprising them of the opportunities and benefits that can be availed.
- 5.8 Partner Institute should arrange one awareness session by SCEI Team about this collaboration during the induction/orientation programme for freshly admitted students every year.
- 5.9 Partner Institute shall assure the attendance of students and/or faculty in all the joint programmes.
- 5.10 Partner Institute shall share with SCEI the database of the participants of all events where SCEI has been showcased as a partner.

## **6. CONFIDENTIALITY:**

6.1. The Parties acknowledge that the existence and all the terms of this Agreement including any amendment to this agreement / any separate agreement to be executed hereinafter and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information.

6.2. Both the parties hereby undertake that they shall not at any time during the continuance in force of this Agreement or any time later divulge any information in relation to the other party's affairs or activities especially to any third party nor disclose such information to any third party except as may be required in carrying out the terms of this Agreement hereto solely and/or for the purposes of rendering services pursuant to this Agreement and shall only be so provided with the prior written consent of both the Parties.

## **7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS:**

7.1. All Parties agree to respect each other's rights to intellectual property. All proprietary information, copyrights, trademarks, trade names, logos and any other intellectual property of each Party shall remain the exclusive property of that Party only.

7.2. Except as expressly provided herein or otherwise in writing by both Parties, this MOU does not grant or authorize either Party any ownership rights or interest in the other Party's trade name, trademarks or copyrights, or any intellectual property work.

## **8. RENEWAL, TERMINATION AND AMENDMENT:**

8.1. The parties hereby agree that this MoU shall remain in force for a period of **TWO** years from the last date of signature. The period can be extended upon written agreement by the parties upon mutually agreed terms and conditions.

8.2. The parties hereby agree that this MoU may be terminated by giving a prior written notice at least three months in advance before the date of termination. However, any activities which is being conducted under this agreement or any separate agreement shall continue to be conducted by the Parties notwithstanding the termination and in respect of those activities termination shall take effect only upon the completion of those activities.

8.3. Any amendments and/or modifications of this MoU, made by mutual agreement between the Parties, shall be submitted for prior approval of the delegated authorities of the Parties.

## **9. REVIEW:**

9.1. The Partner institute shall carry out a half-yearly review process to track the progress and data of students, student entrepreneurs, and entrepreneurs that they will work with during this association. Additionally, there shall be a review conducted at the end of the year in the presence of the SCEI representatives as may be specified from time to time.

## **10. BRANDING:**

In order to support the partner institutes, SCEI may engage in conducting events, activities, and training programmes jointly with the partner institute. However, any co-branding, co-certification, IP and marketing association for a programme or event would be subject to quality assessment and prior approval on a case to case

basis. This MoU does not automatically include co-branding or co-certification or marketing of any training programmes, events, competitions, etc. conducted by the partner institute. Any discussions on those would be on a case to case basis between the Partner Institute and SCEI.

#### **11. NO INDIRECT/CONSEQUENTIAL LOSS**

A party shall not be liable towards another Party in connection with this MoU for any direct, indirect, punitive and/or consequential damages, whatsoever, such as, but not limited to, loss of profit, loss of production and/or similar.

#### **12. FORCE MAJEURE**

12.1. No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this MOU is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such party, including but not limited to, Government legislations, fires, floods, explosions, epidemics, accidents, acts of God, wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of Government and / or shortages of materials, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.

12.2 The Party claiming an event of force majeure shall promptly notify the other party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder when such clause is removed.

#### **13. ADHERENCE TO LAWS**

Participating faculties, staff and students involved in any activities under this memorandum must adhere to the law of the country and rules and regulations of the institutions.

#### **14. INDEPENDENT STATUS**

Nothing in this MoU shall be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. Neither Party shall be

responsible for the acts nor shall omissions of the other Party, and neither Party shall have the power or authority to speak for or assume any obligation on behalf of the other Party. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

#### **15. NON-BINDING NATURE OF THIS MOU**

This MOU is a non-binding expression of the current intention of the Parties, and neither Party will incur nor be bound to any legal obligations or expenses hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the statutory authorities of each Party and executed and delivered by authorized representatives of both Parties.

#### **16. DISPUTE RESOLUTION:**

The Parties agree to comply with the obligations enumerated in this MoU and shall endeavor to resolve any problems that may arise in the execution of this MoU through direct engagement, consultation or negotiation between the Parties. In case of failure of resolving the disputes through negotiations, the parties on mutual agreement shall refer the dispute to arbitration. The seat of Arbitration shall be at Pune, India and the venue shall be mutually decided by the parties. A sole arbitrator shall be appointed by SCEI.

#### **17. JURISDICTION:**

In case of any disputes arising between the parties, the Courts situated and exercising local jurisdiction in Pune shall have the jurisdiction to try, entertain and adjudicate upon any dispute that may arise between the parties. The jurisdiction of the court shall only be in the aid of the arbitration clause as mentioned above.

<b>Details of the Partner Institute's SPOC to manage the Entrepreneurship Development Affiliation and its deliverables:</b>	
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<b>Name of the faculty: Prof. Amol S. Bhanage</b>	
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<b>Designation: Head, MECI</b>	<b>Qualifications: Ph. D (Pursuing), M. Tech</b>
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<b>Phone No.: 8482992795</b>	<b>Email: amol.bhanage@mmit.edu.in</b>
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Student Ambassadors who will support in execution of activities under this MoU:	
<u>Student Ambassador-1</u>	<u>Student Ambassador-2</u>
Name: Miss. Shubhada Ghule	Name: Miss. Shreyasi Desai
Email: shubhada.ghule@mmit.edu.in	Email: shreyasi.desai@mmit.edu.in
Contact No.: 7350208448	Contact No.: 8080024067
Year and discipline of study: BE Mechanical	Year and discipline of study: TE Computer
<u>Student Ambassador-3</u>	<u>Student Ambassador-4</u>
Name: Mr. Kartik More	Name: Miss. Sharayu Malekar
Email: kartik.more@mmit.edu.in	Email: sharayu.malekar@mmit.edu.in
Contact No.: 8624852623	Contact No.: 8180988824
Year and discipline of study: TE Computer	Year and discipline of study: SE Mechatronics


The point of contact from SCEI for all matters pertaining to this MOU will be:

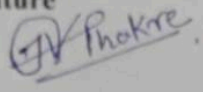
Name: Ismail Akbani

Designation: Head - Innovation & Linkages

Phone No.: 020-61936380 / 9823673796

Email: headinnovation@scei.org.in

Signature	Signature
	
<b>Principal</b> Marathwada Mitra Mandal's Institute of Technology, Lohgaon, Pune-47	<b>Prof. Yogesh Brahmanekar</b>
Principal	Chief Executive Officer
Marathwada Mitra Mandal's Institute of Technology, Lohegaon, Pune	Symbiosis Centre for Entrepreneurship & Innovation

<b>Witness 1:</b>	<b>Witness 2</b>
<b>Signature</b> 	<b>Signature</b>
<b>Name: Prof. Mrs. Sneha T. Shinde</b>	<b>Name:</b>
<b>Address &amp; Contact No: MMIT Pune 8600773857</b>	<b>Address &amp; Contact No:</b>