

# **MEMORANDUM OF UNDERSTANDING(MOU)**

BETWEEN

Bharati Vidhyapeeth's College Of  
Engineering, Pune

&

Eship Simplified  
(Startup India Advisers LLP)

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 23<sup>rd</sup> day of – March – Two Thousand Nineteen (**2019**),

### BETWEEN

**Bharati Vidyapeeth College Of Engineering, Pune** represented herein by its **Dr. Nidhi Jain** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### AND

**Eship Simplified (Startup India Advisers LLP)** and represented herein by its Company Head, **Anshul Agrawal**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) **Bharati Vidyapeeth College Of Engineering Pune**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Entrepreneurial Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) **Eship Simplified**, the Second Party is engaged in Business, Skill Development, Education and R&D Services in the fields of – **Small Business And Entrepreneurship Development**
- F) **Eship Simplified**, the Second Party is promoted by **Startup India Advisers Group**; Indore;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

**CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the SecondParty.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2 SCOPE OF THE MOU**

- 2.1 The budding entrepreneurs from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the startup scenario meaningfully.

- 2.3 Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs.
- 2.4 Skill Development Programs:** Second Party to train the students of First Party on the Entrepreneurship in order to bridge the skill gap and make them market ready.
- 2.5 Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the Startup trends and motivation.
- 2.6** Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.7** There is no financial commitment on the part of the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Eship Simplified**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Eship Simplified**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

**CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under his MOU shall not be construed as a partnership. Neither Party is uthorized to use the other Party's name in any way, to make any epresentations or create any obligation or liability, expressed or implied, n behalf of the other Party, without the prior written consent of the other arty. Neither Party shall have, nor represent itself as having, any authority nder the terms of this MOU to make agreements of any kind in the name of r binding upon the other Party, to pledge the other Party's credit, or to xtend credit on behalf of the otherParty.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Court.

**AGREED:**

For Bharati Vidyapeeth  
College Of Engineering

*RN Patel*

Authorized Signatory

For Eship Simplified (Startup  
India Advisers LLP)

For Startup India Advisers LLP

*A Agrawal*

Designated Partner

Authorized Signatory

ANSHUL AGRAWAL

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Witness1: *Nidhi Jain*

Witness2: *Hemanshu Goyal*  
*Ans*