

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MoU") Is made and executed on this 12th day of October 2021 at Pune

BY AND BETWEEN

SYMBIOSIS CENTRE FOR ENTREPRENEURSHIP AND INNOVATION (SCEI) a section 8 company registered under Indian Companies Act, 2013 and established by Symbiosis International (Deemed University) and supported by Department of Science and Technology, Government of India having its registered office at Symbiosis International (Deemed University) Hill base campus, Gram: Lavale, Taluka: Mulshi, District: Pune, Maharashtra India. Pin:412115, hereinafter referred to as "SCEI" (Which expression unless repugnant and contrary to the context, shall mean and include its directors, administrators and assigns).

And

Bharati Vidyapeeth's College of Engineering, Lavale, Pune-412115 under its parent body **Bharati Vidyapeeth's Pune 411030**, hereafter referred to as **BVCOEL, Pune**

BVCOEL and SCEI, 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. 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 BVCOEL 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 BVCOEL and SCEI wherein both the parties agree to work together to develop the entrepreneurship development capabilities of the BVCOEL 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 BVCOEL for entrepreneurship development towards the goal of creating student entrepreneurs, and a vibrant campus entrepreneurship eco-system.

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. Contributions of SCEI as under this MOU:

3.1 SCEI will guide the BVCOEL entrepreneurship Cell / Innovation Council). In case the BVCOEL 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 BVCOEL in identifying suitable students as E-Cell/Innovation Council Leaders.

3.3 SCEI will help BVCOEL 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 BVCOEL 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 BVCOEL to design a calendar of activities to be conducted by the E-Cell throughout the year. BVCOEL may choose the activities to be undertaken.

3.6 SCEI will help BVCOEL 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 BVCOEL, subject to mutual discussion and agreement on the terms by both the parties, on case-to-case basis

- 3.7 SCEI may help BVCOEL 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 BVCOEL. SCEI's role will be just that of connecting with the resource person. It is expected that the BVCOEL 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 BVCOEL 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 BVCOEL 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 BVCOEL 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 BVCOEL, SCEI may, at the discretion if it's 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 BVCOEL.
- 3.12 SCEI can organize "A Day at SCEI" trips at SCEI campus for selected students of the BVCOEL. 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 BVCOEL. 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 BVCOEL, SCEI may offer customized short/long term training programmes for the students, alumni, staff, and faculty of the BVCOEL 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 BVCOEL can also be considered. Joint certificates from SCEI and the BVCOEL may also be issued to the participants. The course content, training dates, duration, delivery channel, and 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 BVCOEL 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 in consultation with BV COEL** reserves the right to finalise the expenses borne by it on case to case basis.

5. Contributions of BVCOEL as under this MoU:

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

5.2 BVCOEL 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 BVCOEL 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 BVCOEL 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 BVCOEL informed of the development.
- 5.5 BVCOEL 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 BVCOEL 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 BVCOEL 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 BVCOEL should arrange one awareness session by SCEI Team about this collaboration during the induction/orientation programme for freshly admitted students every year.
- 5.9 BVCOEL shall assure the attendance of students and/or faculty in all the joint programmes.
- 5.10 BVCOEL 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 BVCOEL 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 BVCOELs, SCEI may engage in conducting events, activities, and training programmes jointly with the BVCOEL. 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 BVCOEL. Any discussions on those would be on a case to case basis between the BVCOEL 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 mutual consultation between the parties.

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.

Details of the BVCOEL's SPOC to manage the Entrepreneurship Development Affiliation and its deliverables:	
Name of the faculty: Dr.Nidhi Jain	
Designation: E cell head, IIC Convener, Assistant Professor	Qualifications: Ph.D Chemistry
Phone No.: 8888846602	Email: nidhi.jain@bharativedyapeeth.edu



Student Ambassadors who will support in execution of activities under this MoU:	
<u>Student Ambassador-1</u>	<u>Student Ambassador-2</u>
Name: Mr.Shubham Songari	Name: Mr.KaranSanjayAhire
Email: shubhamsongari@gmail.com	Email: karansanjayahire@gmail.com
Contact No.: 9075127545	Contact No.: 7057028574
Year and discipline of study: TE, Computer	Year and discipline of study: TE E&TC
<u>Student Ambassador-3</u>	<u>Student Ambassador-4</u>
Name: Ms.Gargi Bijwe	Name: Mr.Rahul Pareek
Email: gargi.gijwe-bvcoel@bvp.edu.in	Email: pareekrp2002@gmail.com
Contact No.: 8805717556	Contact No.: 9960995818
Year and discipline of study: TE Civil	Year and discipline of study: FE, E&TC


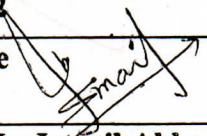
The point of contact from SCEI for all matters pertaining to this MOU will be:	
Name: Ismail Akbani	
Designation: Head - Innovation & Linkages	
Phone No.: 020-61936380 / 9823673796	Email: headinnovation@scei.org.in



SCEI



 Signature	 Signature
Dr.R.N.Patil	Mr. Yogesh Brahman
Principal	Chief Executive Officer
Bharati Vidyapeeth Engineering, Lavale, Pune	Symbiosis Centre for Entrepreneurship & Innovation

Witness 1	Witness 2
Signature 	Signature 
Name: Mr.Uday Patkar	Name: Mr. Ismail Akbani
Address & Contact No: HOD, Computer BVCOEL	Address & Contact No: Salisbury Park, Pune-37 Mobile No: 9823673796