

**MEMORANDUM OF UNDERSTANDING (MOU) FOR
Skill Development & Entrepreneurship**

Between

Pt. Sundarlal Sharma (Open) University, Chhattisgarh, Bilaspur (C.G)

AND

**Advika Educational and Social Welfare Society, Nirala Nagar Bilaspur
(C.G.)**

This Memorandum of Understanding is made and signed 12 September 2024 between Pt. Sundarlal Sharma (Open) University (hereinafter referred to as PSSOU) through its Registrar, having its Headquarter at Koni-Birkona Marg, Bilaspur, Chhattisgarh, India which expression shall include its authorized representative of the first Party.

AND

Advika Educational and Social Welfare Society, Telephone Exchange Road, Nirala Nagar Bilaspur (C.G.), Registration No. -25253, through President, Mr. Ashish K. Khandelwal, having its Headquarter at Bilaspur, which expression shall include its authorized representative as a second party concerning collaborative activities for research, faculty exchange, and student exchange from the University.

Here-in-after, individually referred to as the "first party" and the "second party" and collectively referred to as parties, this MOU is restrictively meant only for academic and research purposes, especially for strengthening entrepreneurship education.

This MOU is non-binding and creates no legal obligations between the Parties except for the intellectual property provisions. The parties agree to work together to develop the entrepreneurship programs of the first part.

PSSOU and AESWS are hereinafter individually referred to as a "Party" and collectively as the "Parties" as the context may require.

Terms of the Entrepreneurship Development - Institutional Association MOU:

1. Objectives:

Introduce and strengthen entrepreneurship education on campus by deploying a systematic approach to optimizing and increasing the impact of teachers and training programs on entrepreneurship education.

Provide students with the opportunity to become entrepreneurially skilled and inspired to be entrepreneurs.

To provide education to the deprived children.

Enable aspiring graduating students who start meaningful ventures by connecting them to mentoring platforms and related entrepreneur support systems.

2. Roles of the Parties:

Both Parties sincerely fulfil their roles and responsibilities to accomplish their mutual evident that it is imperative to do so for its success.

Financial Terms: Each Party will bear the costs of meeting its responsibilities described in Section 2 above and will not owe the other Party any amounts under this MOU.

3. Review Process: Both Parties will review the programs' progress according to the MOU on at least a half-yearly basis. The Head of the Partner Institute will participate in the final review for each year to ensure that the management is fully apprised of the development of the programs. The Partner Institute is expected to track the progress and data of students, student entrepreneurs, and entrepreneurs that it works with during this association.

4. Intellectual Property Rights

"Intellectual Property" includes creations, domain names, inventions, know-how, trade or business secrets, patents, copyrights, trademarks, logos, designs, works of authorship, software programmes, papers, models, teaching techniques, research projects, databases and instruction manuals.

Each Party shall retain all rights to its I.P., and nothing contained in this MOU, nor the use of the I.P. in the publicity, advertising, or promotional or other material relating to the fulfilment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's I.P.

Partner institute will not copy or reproduce in any form PSSOU'S I.P.

5. Representations and Warranties:

Each Party has all requisite power and authority to enter into this MOU, and all necessary and appropriate corporate or governmental action has authorized the execution, delivery and performance by such Party of this MOU. To the best of its knowledge, it will not violate any applicable law or approval presently in effect and applicable to it.

6. Confidentiality:

The Parties acknowledge that during the term of this MOU, each Party may obtain confidential and/or proprietary Information of the other Party, including, but not limited to, financial or business information, contracts, and employee details (collectively, "Proprietary Information"). Such Proprietary Information shall belong solely to the disclosing Party. Proprietary information shall not include information that is or becomes publicly known through no wrongful act of the receiving Party. The receiving Party shall not disclose Proprietary Information to third parties without the prior written consent of the disclosing Party and agrees to undertake reasonable measures to ensure that such is kept confidential and to disclose to its employees, officers, directors, or representatives on a need-to-know basis only.

The receiving Party also agrees to report immediately to the disclosing Party any unauthorized disclosure of Proprietary Information of which it knows.

7. Third Party:

Nothing in this MOU shall mean or be construed to mean that either Party is at any time prevented from having similar arrangements with any other person or third Party.

The Parties shall, wherever necessary, enter into definite written agreements with/without third parties to facilitate the implementation of specific initiatives with the prior written consent of the other Party. Such agreements will be independent and exclusive of this MOU.

Each Party will promptly notify the other Party of any potential conflict of interest arising from the conduct of activity under this MOU as soon as the Party knows it that it becomes aware of the potential conflict.

8. Termination:

a) This MOU is for three (3) years from the date of this MOU. However, either Party may terminate or extend this MOU by giving the other Party 60 days' written notice. Suppose the Partner Institute would like to continue operating under the terms of the MOU because of student enrolment in courses conducted under this MOU, despite having received notice of termination from PSSOU. In that case, PSSOU will support the students until the end of the course on submission of proof that the enrolments took place before the date of the termination notice.

b) If the Partner Institute fails to fulfil its responsibilities, PSSOU will continue the program and the Partner Institute shall cease to be a member.

9. Dispute Resolution: If a dispute arises concerning the interpretation or implementation of this MOU, the Parties agree to settle amicably by mutual consultation or negotiation and shall observe and comply with all laws, rules, and regulations of each other's country where this MOU is performed.

10, Miscellaneous:

a) Entire MOU: This MOU constitutes the Parties' entire understanding concerning the Project and supersedes any prior or contemporaneous oral or written understanding or communication between the Parties.

b) Amendment: This MOU shall not be amended, changed, or modified in whole or in part except by an instrument in writing signed by both Parties.

c) Relationship of Parties: 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 or omissions of the other Party, nor shall either Party have the power or authority to speak for or assume any obligation on behalf of the other Party.

d) Assignment: Each Party may assign its rights and obligations under this MOU with the prior written consent of the other Party. Notwithstanding the preceding, PSSOU shall be entitled to assign any of its rights and obligations to any of its affiliates without the prior written consent of the Partner Institute. It is clarified that:

The assignment or alienation of any part or whole of the Partner Institute I.P. or PSSOU IP shall not be construed to be an assignment of rights or obligations under this MOU; and

The delegation of any obligations under this MOU by PSSOU to any person or entity shall not be construed to be an assignment of rights or obligations under this MOU, so long as PSSOU always remains responsible for its obligations under this MOU.

e) Indemnity: This MOU does not contemplate or provide for exchanging any funds between the Parties. Therefore, save and except for fraud, no Party shall be liable to indemnify or pay damages to the other Party, its officers, directors, employees or agents from and against any liabilities, costs and expenses incurred or suffered or to be incurred or suffered by the other Party that arises out of or relating to, or result from any breach or termination by either Party of any of the provisions of this MOU.

f) Counterparts: This MOU may be executed in two counterparts, each of which, when executed and delivered in the English Language, shall be an original, but all of which shall together constitute one instrument. objectives.

Specific responsibilities include:

PSSOU shall provide the following:

Entrepreneurship education methodology, curricula, and content:

eContent for blended classroom learning for students that are facilitated by faculty.

Guide the setting up of student entrepreneurship clubs to facilitate the delivery of practicums that strengthen student experience in entrepreneurship.

Structure, content, and methodology for faculty training as entrepreneurship facilitators and educators for effective blended learning.

Structure, content, and methodology for Students.

Program Advisory service to the entrepreneurship faculty.

Framework for entrepreneurship outcomes and impact assessment measurement.

The second Party shall provide the following:

Develop/strengthen the institutional mandate for entrepreneurship education and development.

Mainstream (as required or elective courses) entrepreneurship curricula within the Partner Institute for holistic development of Student's knowledge, skills and experiences and implemented the courses and practicum as PSSOU prescribes.

Designate and support the required numbers of motivated faculty towards entrepreneurship and provide for their training. Master Trainers will provide training. Institutes will have to bear expenses towards attending such training programs, including their proportion of Master trainer expenses.

Support practicum programs on campus with required faculty supervision, including engagement with entrepreneurs and professionals knowledgeable about venture creation.

Track and share input data, output data (including student course consumption), and outcomes.

Ensure that periodic training is provided for facilitators and educators through trained master trainers and other infrastructure costs related to running the classroom and practicum programs.

Partner institutes will run the programs offered by PSSOU, including the online course in entrepreneurship.

PSSOU reserves the right to modify the MoU if, during this program, it becomes g) Notice: Either Party may, from time to time, change its respective address or representative for receipt of notices or other communications by giving to the other Party atleast 10 days prior written notice in English.

11. Matters Not Covered by the MOU: The PSSOU brand is upheld not only because of its thought leadership in entrepreneurship and best practices but also for the quality of its content, program management, delivery standards, material, tools, etc. Hence any co-branding, co-certification and marketing association for a program would be subject to quality assessment on a case-by-case basis with individual partners and respective programs. This MOU does not automatically include co-branding, co- certification or marketing of programs operated by the Partner Institute, and discussions regarding such matters would be on a case- by-case basis between the Partner Institute and PSSOU.


We have read the above information and agree that the Partner Institute will engage in the PSSOU Entrepreneurship and Skill Development Affiliation. We understand that this guidance and support will enhance the value of our experience and speed of development in entrepreneurship education.

Signature: 
12/09/24

Name: Mr. Bhuwan Singh Raj

REGISTRAR
Pt. Sundarlal Sharma (Open)
University Chhattisgarh
Pt. Sundarlal Sharma Open University
Chhattisgarh, Bilaspur (C.G), Pin- 495009

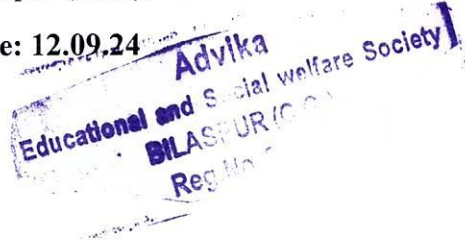
Date: 12.09.24

Signature: 
12/09/24

Name: Mr. Ashish K. Khandelwal

Designation: President, Advika
Educational and Social Welfare Society,
Telephone Exchange Road, Nirala Nagar
Bilaspur (C.G.), Pin- 495001

Date: 12.09.24


Advika
Educational and Social welfare Society
BILASPUR (C.G.)
Reg. No.