

தமிழ்நாடு தமில்நாடு TAMIL NADU

25.08.2021

NEHRU GROUP OF INSTITUTIONS  
TECHNOLOGY BUSINESS INCUBATOR  
Coimbatore

சு.காட்சாயினி  
S. தாட்சாயினி,  
(S. DHATCHAYINI)  
STAMP VENDOR

L. No: 928/ஆ1/2021-4

10 C, SBI Road, Coimbatore - 18.

### MEMORANDUM OF UNDERSTANDING

93AB 348085



This Memorandum of Understanding ("MoU") is entered into on 15<sup>th</sup> September 2021, Coimbatore

By and between

**Nehru Group of Institutions Technology Business Incubator**, an organization offering incubation services for the early-stage startups and having its head office at **Nehru Group of Institutions Technology Business Incubator Dr.A.P.J. Abdul Kalam Block**, Nehru Group of Institutions, Thirumalayampalayam, Coimbatore – 641 105, Tamil Nadu (hereinafter referred as "NGI TBI", which term shall mean and include its permitted assignees and affiliates).

And

**Wavoo Wajeeha Women's College of Arts & Science**, Tiruchendur Road, Kayalpattinam, Tamil Nadu 628204

(NGI TBI and Wavoo Wajeeha Women's College of Arts & Science are referred to collectively as the "Parties" and individually as the "Party").

The Parties desire to record the terms and conditions of their mutual understanding on opening of **Wavoo Wajeeha Women's College Startup Cell** powered by **NGI Technology Business Incubator** and now therefore it is agreed by and between the Parties hereto as follows:



## **1. TERMS OF AGREEMENT**

### **1.1 Objective of Wavoo Wajeeha Women's College Startup Cell**

- 1.1.1 Introduce and/or strengthen entrepreneurship education on campus and to build an entrepreneurship ecosystem in Institution.
- 1.1.2 Provide students with the opportunity to become entrepreneurially skilled and inspired to be entrepreneurs.
- 1.1.3 Enable aspiring graduating students who start meaningful ventures by connecting them to mentoring platform and related entrepreneur support systems.
- 1.1.4 Create opportunities for students to earn knowledge and hands-on experience through internships in real time work environment.

## **2. MUTUAL ROLES AND RESPONSIBILITY OF UNDER THIS MoU**

### **Roles of the Parties:**

Both Parties commit to sincerely fulfilling their roles and responsibilities laid down below to the fullest in order to accomplish their mutual objectives.

### **NGI TBI: -**

The programs NGI TBI will be conducting

- 1. Entrepreneur awareness camp for the students across all the streams of study for 3 days in a semester.
- 2. Educators (FDP) competency building in the area on entrepreneurship for a week in a semester
- 3. Technical Development program for the startup for two days program twice in an academic year.
- 4. Hands-on experience through internships in a real time work environment at NGI TBI.
- 5. Introduction to advance research writing proposals four sessions in an academic year.
- 6. Students Exchange program only in the odd semester. Boarding is chargeable at subsidized rate.
- 7. Mentor – Mentee Sessions to the startup, based on the request of the college
- 8. Free accesses to the NGI TBI Events like webinars, seminars, Hackathon.

### **Travel & Expenses**

- 1. Travel & stay expenses has to be borne by the college for the trainers. On producing the travel bills.

### **Certificates**

- 1. Merit / Participant certificates will be issued by NGI TBI for all kinds of the program.



**Wavoo Wajeeha Women's College: -**

- Plan, develop and strengthen the entrepreneurship ecosystem at the institution.
- Proper working space with necessary support to the students for working on their startup idea.
- IT infrastructure to enable students to communicate with NGI TBI and its mentors through online voice and video communication channels.
- Designating a faculty coordinator for the overall management of the activities of the Startup Cell.
- Support practicum programs on campus with required faculty supervision including engagement with entrepreneurs and professionals knowledgeable about venture creation.
- Arrangement of regular meetings/get together for startup Cell student members Faculty Co-Ordinator and providing the Minutes of Meeting to NGI TBI.

- 2.1 Wavoo Wajeeha Women's College shall pay an amount of Rs.25,000/- (Rupees Twenty-five Thousand only) towards Annual Membership fee to NGI TBI for the services rendered by NGI TBI for the period of one year. The services may be extended/ renewed by paying an additional amount of 10% for the initial amount for the next consequent 2 years or such revised amount towards initial training and workshop fee, on completion of the one-year period. Expenses and charges for the subsequent workshops/ seminars/ guest lectures conducted will be borne by Wavoo Wajeeha Women's College and/ or the participants of the event and shall not be covered by the said initial training and work shop fee.

The Parties shall examine and explore future possibilities of working together with respect to areas covered under this MoU and take further action as may be mutually decided.

- 2.2 The Parties shall ensure fair and ethical conduct in all activities under the scope of this MoU.
- 2.3 Each of the Parties shall appoint their respective authorized representative to serve as the official contact person and to coordinate the activities of each of the respective Parties in carrying out objectives of this MoU.

### **3. CONFIDENTIALITY**

- 3.1 Both Parties agree that due regard shall be given to the confidentiality of the Confidential Information which may come their way in the dealings under the MoU. The Parties shall not, during or after the termination of the MoU, disclose to any third party, any Confidential Information arising from the MoU and/or belonging to the other Party, except with the prior written permission of the other Party.
- 3.2 For the purposes of this clause, “**Confidential Information**” shall mean information relating to proprietary, technological, economic, legal, administrative business and technical matters under this MoU or belonging to other Party.



#### 4. TERM AND TERMINATION

- 4.1 The MoU shall initially be valid for a period of 3 (three) years commencing from the date of execution of the MoU and can be further extended for such period and on such terms as may be mutually agreed to between the Parties hereto.
- 4.2 Either of the Parties may terminate this MoU, at their sole discretion, at any time, by serving upon the other an advance written notice of 30 (thirty) days of its intention to terminate the MoU. The Parties shall continue to discharge their respective obligations contained herein during the notice period.

#### 5. NOTICES

Any notice or other communication given or made under this MoU shall be in writing and shall be deemed to have been delivered, personally or by courier or by e-mail upon receipt of such written notice or communication. Notices to each Party shall be sent to the address set forth below the Party's signature on the signature page of this MoU. Either Party hereto may change the address to which such communications are to be directed by giving written notice to the other Party hereto of such change in the manner provided above.

#### 6. CONSULTATIONS AND WAIVER

- 6.1 The Parties shall keep the operation of this MoU under continuous monitoring and consult with each other with a view to improving its operation and resolving any matters. In particular, any Party will consult the other upon request in the event of the following events/matters:
- 6.1.1 A request of a Party being unreasonably denied in whole or in part;
  - 6.1.2 A change in market or business conditions or in the laws, or any other difficulty arising which makes it necessary to mutually amend or extend this MoU in order to achieve its purposes
  - 6.1.3 An assertion by the requested Party that the provision of assistance would be so burdensome as to disrupt the proper performance of its functions
  - 6.1.4 Where the specific conduct set out may constitute a breach of laws, the relevant Party will consult the other party in order to determine the most appropriate means for each Party to provide assistance to further the objects of this MoU.
- 6.2 Any of the conditions of this MoU may be relaxed or waived by mutual understanding / agreement between the parties executed in writing.
- 6.3 Either Party to this MoU may (a) extend the time for performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto or (c) waive compliance with any of the agreements or conditions of the other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this MoU. The failure of any Party to assert any of its rights here under shall not constitute a waiver of any such rights.



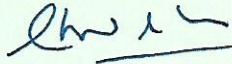
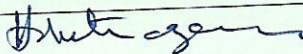
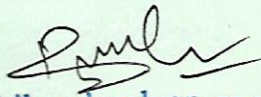
- 6.4 The parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this MoU is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contractual relationships established here by.

## 7. MISCELLANEOUS

- 7.1 Relationship. This MoU is being executed between the Parties on a principal-to-principal basis and each Party to this MoU is responsible for its own liabilities.
- 7.2 Good Faith. Each of the Parties hereto undertake with the other to act in the utmost good faith in interpreting and implementing this MoU and agree to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this MoU.
- 7.3 Governing Law and Jurisdiction. This MoU shall be governed by and be construed in accordance with the laws of India. The courts at Coimbatore, India alone shall have the exclusive jurisdiction to entertain and/ or try any dispute arising out of or in connection with or in relation to the terms of this MoU.
- 7.4 Variation. Any variation of this MoU shall be mutually agreed in writing and executed by the Parties.
- 7.5 Counterparts. The Parties may execute this MoU in counterparts and each fully executed counterpart shall be deemed an original.
- 7.6 No Third-Party Beneficiaries. This MoU is solely for the benefit of the Parties and no provision of this MoU shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this MoU.
- 7.7 Specific Performance. The Parties shall be entitled to seek and enforce specific performance of this MoU, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.
- 7.8 Reliance on judgment and advice. Save as otherwise expressly stated in this MoU, each Party has entered into this MoU relying on its own business judgment and advice of its own advisers. Such Party represents and acknowledges that it has not been induced by the other Party to enter into this MoU.



IN WITNESS WHERE OF, the Parties here to have caused this MoU to be executed by their respective duly authorized officers as of the date first above written.  
This MoU contains 6 Pages.

NGI TBI	Wavoo Wajeeha Women's College
 <b>Dr. P. Krishnakumar, M.B.A., Ph.D., D. Litt.</b> NAME: <b>President</b> DESIGNATION: <b>Nehru Group of Institutions Technology Business Incubator</b> <b>Dr. A.P.J. Abdul Kalam Block</b> ADDRESS: <b>Nehru Group of Institutions Campus,</b> <b>Tirumalayampalayam, Coimbatore - 641 105.</b> <b>Tamilnadu, India</b> E-Mail:	 NAME: <b>WAVOO M M MOHITHAZEM</b> DESIGNATION: <b>SECRETARY</b> ADDRESS: <b>WAVOO WAJEEHA WOMEN'S COLLEGE</b> <b>OF ARTS &amp; SCIENCE</b> E-Mail: <b>Tiruchendur Road, Kayalpatnam-628 204.</b> <b>Theothukudi Dist., Tamil Nadu.</b>
In the presence of: Name: Title:  <b>Dr. B. Vaikundaselvan., BE., M.E., Ph.D</b> Sign: <b>Executive Director</b> <b>Nehru Group of Institutions Technology Business Incubator</b> <b>Dr.A.P.J. Abdul Kalam Block</b> <b>Nehru Group of Institutions Campus,</b> <b>Tirumalayampalayam, Coimbatore - 641 105.</b> <b>Tamilnadu, India.</b>	In the presence of: Name: <b>DA.R.R.VASUKI</b> Title: <b>PRINCIPAL</b> Sign: <b>R.C.Vasuki</b> <b>PRINCIPAL</b> <b>WAVOO WAJEEHA WOMEN'S COLLEGE</b> <b>OF ARTS &amp; SCIENCE</b> <b>Tiruchendur Road, Kayalpatnam-628 204.</b>