



MEMORANDUM OF UNDERSTANDING FOR ACADEMIC COOPERATION

BETWEEN

**MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY
GORAKHPUR (U. P.), INDIA**

AND

**ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA
AHMEDABAD (GUJARAT), INDIA**



MEMORANDUM OF UNDERSTANDING (MoU)

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**MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY, GORAKHPUR
(UTTAR PRADESH)**

AND

**ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA,
AHMEDABAD (GUJARAT)**

This MoU is entered into on the 26th Day of November, 2021 by and between Madan Mohan Malaviya University of Technology, Gorakhpur (hereinafter referred to as "MMMUT") having its office at Deoria Road, Gorakhpur – 273 010 (Uttar Pradesh)

And

Entrepreneurship Development Institute of India, Ahmedabad (hereinafter referred to as "EDII") having its office at Bhat, Gandhinagar – 382 428 (Gujarat).

Both Madan Mohan Malaviya University of Technology (MMMUT), Gorakhpur (Uttar Pradesh) and Entrepreneurship Development Institute of India (EDII), Ahmedabad (Gujarat) together and collectively for the purposes of the MoU be referred to as "Institutions" and individually as "Institution".

I. ABOUT THE MEMORANDUM OF UNDERSTANDING

- i. This MoU for academic cooperation defines the principles, policy guidelines and procedures which EDII and MMMUT wish to develop on the basis of mutual interest. This co-operation includes entrepreneurship education, start-up and incubation support, exchange of students, faculty development, promotion of entrepreneurship (grassroots, indigenous,

family business) in nearby university areas, conduction of workshops and exhibitions, exchange of information and academic publications.

- ii. This MoU shall be reviewed after three years and changes specifying the method of co-operation and modalities between the EDII and MMMUT will be incorporated with mutual consent.

II. PURPOSE

In recognition of both the premier Institutions in their respective fields of education, for the professional growth in the education field and entrepreneurship for the purposes of the exchange for students, staff and faculty, the Institutions herewith establish, at the institutional level, the principles, policy and procedures which shall be required to facilitate such exchange programmes and mechanism between the institutions.

III. OBJECTIVES

The objective of this MoU is to encourage collaboration and exchange between the two institutions at national and international level to benefit from each other's strength and provide scope for wider learning to the students of both the Institutions to entrepreneurship and design promotion and further as follows:

- i. Sharing of knowledge, expertise and resources between the Institutions in the academic interest of students and faculty members.
- ii. Promote entrepreneurship education at MMMUT and in the Poorvanchal Region of Uttar Pradesh.
- iii. Conduct of academic events, start-up related events, lectures, workshops, exhibitions, seminars, conferences and training programmes.
- iv. Exchange of information, joint research and collaborative academic publications.
- v. Exchange of faculty members and students for short duration.

IV. SCOPE

The MoU between MMMUT, Gorakhpur and EDII, Ahmedabad covers the implementation of Entrepreneurship Courses at MMMUT and Faculty and Student Exchange Programmes as specified in the terms and conditions of the MoU laid down herein.

V. ACADEMIC COLLABORATION

The MoU between MMMUT, Gorakhpur and EDII, Ahmedabad covers the areas of collaboration and sharing between both the Institutions, specified as follows:

- a. Conduct of Entrepreneurship Courses at MMMUT:** EDII will design

the curricula of entrepreneurship courses and support MMMUT in implementation of Entrepreneurship courses as Minor and/or Electives at both UG and PG levels.

b. Student Start-up and Incubation: EDII will support MMMUT students in creating, launching and sustaining start-ups. Also, EDII will support MMMUT in implementation of Pre-Incubation, Incubation and Post-Incubation activities at MMMUT.

c. Faculty Sharing for Academic Programmes: Both the Institutions may invite the faculty members as visiting /guest faculty to teach specific module / subject on the basis of mutual agreement and the availability of the faculty member. During this period the invited faculty members will be paid the honorarium as per the prevailing norms of the host institute. Travelling and living expenses of the faculty will be paid by the host institute in case the faculty has to travel from one Centre to another Centre.

d. Faculty Training: Need based customized training programme for MMMUT faculty members can be designed, organized and conducted by EDII.

e. Resource Centre Sharing: Facilities related to Resource Centre / Knowledge Management Centre available in each Institution will be shared without any fee charged by each other but it would follow the inter-institutional library norms.

f. Joint Publications: Faculty and scholars of both the Institutions may work jointly on publications. Faculty and students of each Institution can contribute towards the journals /edited books etc.

g. Sharing of Experts / Faculty: Depending on the availability, suitability and situation emerging in future, EDII will share its network of experts and faculty members as and when possible. Expenses for such sharing will be worked out on mutually agreeable terms and on case to case basis. MMMUT will have to arrange logistics and honorarium for such experts.

VI. DURATION OF THE MoU

- i. This MoU becomes effective upon the signature of the designated officials of both the Institutions.
- ii. Its actual implementation will begin as soon as both institutions have identified the planned activities.
- iii. This MoU is valid for a period of three years from the date of signature.
- iv. However, on review, the MoU can be extended for another two years with mutual consent.

VII. DISPUTE RESOLUTION

In the event of disagreement or disputes of any kind whatsoever between staff and/or officers of either of the Institutions, the same shall be amicably resolved jointly by the Vice-Chancellor of MMMUT and Director General of EDII whose decision shall be binding on the Institutions.

VIII. GOVERNING LAW

The governing law of the MoU shall be the Indian Law and the disputes shall be subject to the exclusive jurisdiction of the Courts at Ahmedabad/Gorakhpur.

IX. INDEMNITY

Both institutions shall remain indemnified in case of any injury caused during training programmes or other activities due to any faulty protocol etc.

X. FORCE MAJEURE

Neither Institution shall be liable to each other for any loss or damage occasioned by arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquake or other convulsion of nature and other acts.

XI. MISCELLANEOUS

a. Licenses and regulations

In the performance of this MoU, both Institutions agree that they shall comply and shall cause their personnel to comply with all local laws and regulations, which affect the undertakings to be executed by the Institutions under this MoU. Both Institutions shall have all relevant permits and licenses in place necessary for the proper execution of the MoU.

b. Intellectual property rights

Both Institutions undertake that they shall not infringe upon any copyright or other intellectual property rights of the other Institute which shall remain in exclusive possession of the respective Institutions. Both Institutions shall obtain permission in writing for the usage of any logo, motif, emblem, or any other intellectual property right vested in the respective Institutions to be used in connection with the implementation of the present MoU from the respective Institution. Each Institution is the sole owner of such intellectual property rights and the other Institution shall have no rights thereto if not expressly mentioned in this MoU. Neither Institution may use the other Institution's intellectual property rights without the prior consent of

that Institution. Nothing contained in this MoU is intended to, or shall be construed to grant to either Institutions any license or right regarding the other Institution's Intellectual Property Rights.

c. Waiver

No waiver by either Institution of any breach of any condition, covenant or term of this Agreement shall be effective unless it is in writing and no failure or delay by either Institution in insisting upon strict performance of any of the terms or conditions of this MoU or in exercising any right, power or privilege here under shall operate as a waiver thereof.

d. Assignment and subcontracting

Neither Institution hereto shall assign any of its rights or obligations or sub-contract the same under this MoU to any third Institution without the prior written consent of the other Institution.

e. Entire MoU

This MoU constitutes the complete expression of both Institutions' MOU and understanding with respect to the subject matter herein and supersedes all other prior agreements, undertakings, obligations, promises, arrangements, communications, negotiations and understandings whether oral or written, by the Institutions with respect to the subject matter hereof.

f. Modification

This MoU may be amended or modified only by a mutual consent and written agreement by both Institutions. Any such amendment and modifications will be listed in an Annexure hereto.

g. Notices

Any notices required to be sent under this MoU by one Institution to the other shall be in writing and forwarded to the other Institution to their addresses.

h. Modes of Communication

If statements must be made in writing, they are deemed to having been made in writing when using electronic data communication or any other machine-readable form as long as the originator of the message is identifiable.

i. Independent Contractors

Both Institutions shall not for any purpose, be deemed or represent itself to be an agent or representative of the other Institution. The relationship between the Institutions shall only be that of independent contractors.

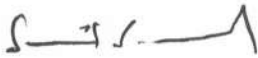
j. Severability

In the event that anyone or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this MoU, and such invalid, illegal or unenforceable provision or portion thereof shall, to the maximum extent possible, be substituted by an enforceable provision(s) that preserve(s) the original intentions/position of the Institutions.

XII. SIGNED IN DUPLICATE

This MoU is signed in duplicate with each copy being official version and having equal legal validity. By signing below, the institutions, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first written above.

For and on behalf of
MMMUT, Gorakhpur



(Prof. Sunil Shukla)
Director-General
Entrepreneurship Development
Institute of India, Ahmedabad
(Gujarat)



For and on behalf of
EDII, Ahmedabad




(Prof. J. P. Pandey)
Vice-Chancellor
Madan Mohan Malaviya University
of Technology, Gorakhpur
(Uttar Pradesh)

Witness:

1. 
2. 

Witness:

1. 
2. 