



Memorandum of Understanding

This Memorandum of Understanding "MOU" is entered into on October 13, 2018.

BETWEEN

PTVAIM's Centre of Entrepreneurship and Innovation, Chitrakar Ketkar Marg, Vile Parle (E), Mumbai 400057 hereinafter referred to as 'COEI' of the ONE PART

AND

SATHAYE COLLEGE, situated at 'Dixit Road, Vile Parle (E), Mumbai 400057' herein referred to as 'SATHAYE COLLEGE' of the OTHER PART.

AND WHEREAS, SATHAYE COLLEGE is an educational institution that offers undergraduate and post graduate courses with affiliation to University of Mumbai, and belonging to the parent trust Parle Tilak Vidyalaya Association.

AND WHEREAS COEI is PTVAIM's Incubation Centre and is desirous of affiliating with SATHAYE COLLEGE and SATHAYE COLLEGE has agreed to offer the services described herein to COEI on the terms and conditions set out hereunder:

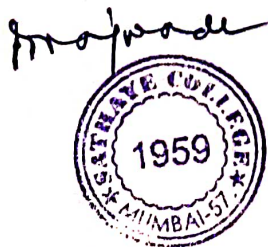
Purpose

SATHAYE COLLEGE, as a partner to COEI will tie up with one another for the following:

1. Access to physics, electronics and chemistry laboratories of Sathaye College to Incubatees of COEI for research and product development purposes
2. Dedicated faculty person as a one point contact person with whom COEI team shall co-ordinate regarding forthcoming events of COEI.
3. Permission to student participants selected for Pre-incubation and/or Incubation Program and faculty mentor/ contact person to attend any and all workshops and seminars organized by COEI from time to time.

Terms of Agreement

1. SATHAYE COLLEGE will grant access to physics, chemistry and electronics laboratories to Incubatees of COEI for their research work and product development in time mutually decided by SATHAYE COLLEGE and COEI.
2. In an eventuality that any lab instrument/s is damaged or broken by an incubatee, then COEI shall not be payable for the replacement/ repair of the instrument. The concerned incubatee shall be liable to do the same.



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3. SATHAYE COLLEGE shall provide contact details of a faculty who shall be one point contact person for COEI to relay information regarding forthcoming events and workshops of COEI and any such information for or regarding student participants from SATHAYE COLLEGE who are using COEI facility.
4. The student participants shall get Certificate of Participation and/or such other certificates as are relevant to their stage if they have the required level of participation in the events and workshops organized.
5. COEI shall not use the details of students and one point contact person provided by SATHAYE COLLEGE for any other purpose but that related to COEI and their data will not be shared with anybody without prior permission of SATHAYE COLLEGE

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials. This MOU shall become effective upon signature by the authorized officials and will remain in effect till such a time that SATHAYE COLLEGE and COEI exist. However some details/ things/events/persons may change from time to time with mutual consent.

Confidentiality & Non-disclosure

COEI shall treat all information (database of students and faculty contact person) shared by SATHAYE COLLEGE as confidential. The resource material and workshop content as received by student participants and faculty contact person shall not be shared by SATHAYE COLLEGE without prior permission of COEI.

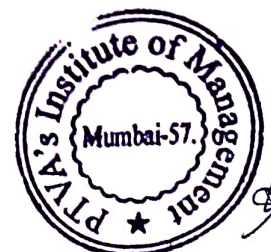
Independent Contractors

COEI and SATHAYE COLLEGE shall at all times be treated as independent contractors and in no event shall they be treated as if they are in a partnership or joint venture relationship with each other.

Intellectual Property Rights and Proprietary Rights

COEI reserves all intellectual property rights in connection to the services and resource materials provided under this Agreement, including rights to all work developed and used as part of the Agreement. The intellectual property rights may include but are not limited to copyright, trademarks – registered and unregistered, prototypes, work practices, methods, designs, concepts and trade practices. Use of any COEI intellectual property outside the scope of this Agreement, or after termination of the agreement, is strictly prohibited.

Use of Tradename





SATHAYE COLLEGE may, with the prior written approval of COEI, use COEI's trade name, trademarks, logos, trade dresses or any other designation or drawing or disclose or publicize this Agreement or its subject matter solely to a limited extent and for the sole purpose of this MOU/ Contract/ Agreement.

Limitation of liability

In no event shall either Party be liable for, and either Party hereby waives the right to claim, any direct, indirect, special, incidental, or consequential damages directly or indirectly relating to or arising out of the breach of this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, even if either party has been advised of the possibility thereof.

Governing Laws

In case there is any difference of opinion arising due to any interpretation or execution of any of the Terms and Conditions, the same shall be subject to the jurisdiction of the appropriate court at Mumbai.

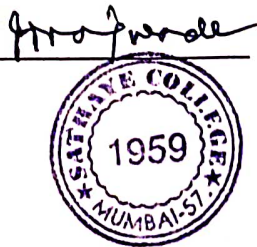
For SATHAYE COLLEGE

Name: Dr. Madhav Rajwade

Designation: Principal

Date: October 14, 2018

Stamp & Sign: _____



For COEI

Name : Dr. Sucheta Pawar

Designation : Head, COEI

Date : October 14, 2018

Stamp & Sign: _____

