



Memorandum of Understanding

This Memorandum of Understanding "MOU" is entered into on August 24, 2019.

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

MANIBEN NANAVATI WOMEN'S COLLEGE, situated at 'Vallabhbhai Road, Vile Parle (W), Mumbai, Maharashtra 400056' herein referred to as 'MNWC' of the OTHER PART.

AND WHEREAS, MNWC is an educational institution that offers undergraduate and post graduate courses with affiliation to SNDT Women's University and belonging to Shree Chandulal Nanavati Women's Institute and Girl's High School Trust.

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

Purpose

MNWC, as a partner to COEI will allow access to undergraduate and post graduate students and teaching faculty members of for your college as under:

1. Permission to student participants and faculty mentors to attend any and all workshops and seminars organized as a part of the activities by COEI and MNWC independently or in collaboration.
2. Permission to COEI team to conduct workshops in MNWC campus for MNWC students
3. Marketing of various activities conducted for Entrepreneurial Skill Development such as Pre-Incubation Program, Wings2Vision training-based business plan competition etc.
4. In an eventuality that any student team wins the Wings2Vision training-based business plan competition; MNWC will allow them to use the COEI facility to further their business plan for pre-determined period.



Terms of Agreement

1. MNWC will grant access to their students for marketing of Entrepreneurial Skill Development activities.
2. MNWC will share contacts of students participating in the activities. COEI will in-turn commit to not sharing the contact details of these participants for any other purpose but the activities without prior permission of MNWC
3. COEI will organize various workshops for which the student participants and faculty mentors shall have free and open access in the duration of the activities.
4. The student participants shall get Certificate of Participation and/or such other certificates as are relevant to their stage and level of participation in the activities.
5. If a student team/s from MNWC win/s the Wings2Vision competition, MNWC shall have no say in any contract, agreement that the team signs on account of being an incubatee.
6. MNWC will provide access to their entrepreneurial and research-based activities to COEI faculty, incubatees and students.

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 until May 2021.

Confidentiality & Non-disclosure

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

Independent Contractors

COEI and MNWC 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, 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

MNWC 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 MNWC

Name: Dr. Rajashree

Designation: Principal

Date: 24th August 2019

Stamp & Sign: 

Dr. (Mrs.) Rajshree P. Trivedi

Principal

Maniben Nanavati Women's College,
Vile Parle (West), Mumbai - 400 056

For COEI

Name : Dr. Sucheta Pawar

Designation : Head, COEI

Date : 24th August 2019

Stamp & Sign: 

