



This Memorandum of Understanding "MOU" is entered into on February 1, 2018.  
**BETWEEN**

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

**AND**

**MULLUND COLLEGE OF COMMERCE**, situated at 'Dixit Road, Vile Parle (E),  
Mumbai 400057' herein referred to as 'MCC' of the OTHER PART.

**AND WHEREAS, MCC** 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 Vidyalyaya Association.

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

**Purpose**

MCC, 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. Marketing of various activities conducted for Entrepreneurial Skill Development such as Pre-Incubation Program, Wings2Vision training based business plan competition etc.
2. Dedicated faculty persons from your college as a part of pool of mentors appointed by the Principal for the activities.
3. Individual hand-holding to participants from your college and/or such other participants from other institutions as may have participated in the Wings2Vision training based business plan competition
4. Permission to student participants and faculty mentors to attend any and all workshops and seminars organized as a part of the activities by COEI
5. In an eventuality that any student team wins the Wings2Vision training based business plan competition; MCC will allow them to use the COEI facility to further their business plan for pre-determined period.

**Terms of Agreement**





1. MCC will grant access to their students for marketing of Entrepreneurial Skill Development activities.
2. MCC 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 MCC
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 MCC wins the Wings2Vision competition, MCC shall have no say in any contract, agreement that the team signs on account of being an incubatee.

#### **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 February 2021.

#### **Confidentiality & Non-disclosure**

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

#### **Independent Contractors**

COEI and MCC 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**





MCC 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 MCC**

Name: Dr. Sonali Pednekar

Designation: Principal

Date: 18-03-2019.

#### **For COEI**

Name : Dr. Sucheta Pawar

Designation : Head, COEI

Date : 13.03.2019

Stamp & Sign:

  


Stamp & Sign:

  
