**Memorandum of Understanding**[Logo]

**[College Name]**

**and**

**[Company Logo]**

**[Company Name]**

**[Logo] Memorandum of Understanding [Company Logo]  
 between   
 [College Name]**

**(COLLEGE)  
and   
[Company Name]**

**(Company)**

This non-binding Memorandum of Understanding (MoU) is entered into effective as of **[Start Date]** by and between

**[Company Name]**, (hereinafter referred to as "[Company Name Short]") incorporated as [Company Name] with its registered office located at [Office Address].

AND

**[College Name]** (hereinafter referred to as "**College**") located at [College Address]- INDIA.

This MoU is being signed with [Company Name Short] as a partner to facilitate various programs for Institutes, Students and Faculty enrolled in **College**.

**Purpose**

This MoU between **College** and [Company Name Short] will outline the collaboration to facilitate the various programs for Students and Faculty enrolled in **College.**

[Number List Projects Purpose]

**Context**

The **College** and [Company Name Short] will be working towards the following:

[Number List Projects Context]

**College** is exploring partnership with different stakeholders and has identified **[College Name Short]** as a potential partner. As a part of this MoU, both the parties hereto agree to the following respectively:

1. **[Company Name Short]**

* **[Company Name Short]** with the help of **College**, shall register their students and Teachers on [Company Name Short] platform.
* Will make all the necessary resources (Free applications, Counselling and Guidance) available to students registered through this partnership.
* Will create success stories of
  + The **College** participating in the **[Company Name Short]** Program.
  + Students logging of internships activities successfully.
  + Gamification of Students / Teachers getting real-time rewards.
  + **College** launching their Radio Channels
  + **College** launching their TV Channels
  + Students completing their internships.
  + Students and Teachers recognition on the project showcase platform
* Circulate these stories among other students through offline (newspapers) & online (videos/blogs posts on social media) media and appoint successful students / colleges as ambassadors to help & guide their peers.
* All Financial implications involved between **College** and **[Company Name Short]** for services of the platform will be discussed and agreed upon separately as Annexure to this MOU.

1. **College**

* Will acknowledge **[Company Name Short]** as a Digital Platform for its benefits and services to the Internal Departments / Institutions / Students / Faculty in all external communications to the institutions and general public, including official press releases.
* Will send out communications to inform / encourage / direct teachers to use [Company Name]’s programs mentioned for their students and themselves.
* Will support media coverage to build awareness about the various programs among students by issuing press releases, testimonials or feedback from Internal Departments / Affiliated Institutions / All Students / All Faculty, success stories of students, trends & surveys from time to time.
* Will assign one / multiple POC (point of contact) at **College** to help **[Company Name Short]** implement its projects at university.
* Will direct POC (person of contact), TPO Head to help create a team of interns, IT Head to help in getting the data prepared for [Company Name Short] Project implementation, Administration Department to help in putting up posters and banners across the college, Art and Culture Head to help implement [Company Project Names] etc. in the college.

1. **Miscellaneous**

* During the operation of this MoU, circumstances may arise which may call for the alteration, modifications, or amendments to this agreement. These modifications, alterations, or amendments will be mutually discussed and agreed upon in writing and attached to the main agreement as Annexures.
* Any modification to this MOU shall only be made by way of written document duly executed by representatives of both parties hereto.
* Both parties will appoint a POC (Point of Contact) to handle communication and Initiatives under this MOU.

1. **Resolution of dispute through Arbitration/Court of Law**
2. All disputes relating to this MOU or claims arising out of or relating to this MOU or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to the Arbitrator who shall be appointed with mutual consent of both the parties. The arbitrator shall be appointed within a period of 60 days from date of receipt of written notice/demand of appointment of arbitrator from either party.
3. The decision of sole arbitrator shall be binding on both the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Pune Maharashtra.
4. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time when the references are made.
5. Even then, if some dispute still remains to be resolved, in that case, the dispute shall be adjudicated before the Court of Law at Pune - Maharashtra. ?
6. **Intellectual Property**
   * Intellectual Property means all systems, process, procedures, propositions, descriptions, models, copyright, trademarks, trade secrets, patents, utility models, methods and other intellectual property rights recognized in any jurisdiction worldwide including all applications and registrations.
   * All intellectual property brought-in / used by [Company Name Short] for any of the activities / projects / platforms undertaken under this MOU shall belong to [Company Name Short] at all times.
   * The Materials provided by [Company Name Short] are protected by copyright including without limitation by Copyright during the term of existing MOU.
   * **College** shall have approach to all provisions of technology of [Company Name Short] during the term of the existing MOU.
   * **College** shall not use Intellectual Property that is in any way based on the systems, process, protocols, propositions and models of [Company Name Short], even though **College** may have amended and added to the foundation Intellectual Property.
   * **College** will not be precluded from entering into a MOU of this kind with any other Digital Platform for the general benefit of the Institutions / Students / Faculty etc.
7. **Term and Termination**
   * This Memorandum of Understanding will be operational and valid for 5 (Five) years from the date of signing or until the date of earlier termination. Upon completion of Five years, the MOU would be automatically renewed for the next Five years.
   * Either party may terminate this agreement for cause by providing notice of at least 60 (Sixty) days in writing to the other party at the official address of communication with additional 30 days to cure the cause.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their representatives in duplicate, each party retaining one {1) copy thereof respectively.

Accepted and Agreed

**For [College Name] For [Company Name]  
(College)(Party 2) ([Company Name Short]) (Party 1)**

By [Signatory Signature] By [Company Head Signature]

Name: [Signatory] Name: [Company Head]

Title: Title:

Date: [Start Date] Date: [Start Date]

**ANNEXURE**

Financial Terms and Conditions

[Annexure Table]

|  |  |  |
| --- | --- | --- |
| **Sr.** | **Description** | **Rate** |
|  | **Smart Cookie** |  |
|  | Basic Platform for Rewarding and 360 Degree Feedback for Faculty | Free |
|  | Smart Cookie Rewards Fund Raising |  |
|  | * 1. Investment for Effective Implementation of Rewards Engine for distribution of Rewards Points. | To be Mutually Decided  Minimum Amount to be year marked by every college (Associated Colleges to Invest for Student Welfare) |
|  | * 1. Sponsors associated with Colleges and Universities to contribute for Rewards Points in the form of Cash or Kind | To be Mutually Decided |
|  | **CJN – Continuous Job Network** | To be Mutually Decided |
|  | **Campus Radio** |  |
|  | * 1. Basic Platform for Internet Radio for the College | Free  Initial Training  Basic Bandwidth of 1 TB |
|  | * 1. Training and Support | To be Mutually Decided |
|  | * 1. Extra Bandwidth | To be Mutually Decided |
|  | * 1. Advertising and Promotional Program Revenue Share | To be Mutually Decided |
|  | **Campus TV** |  |
|  | * 1. Basic Scheduling Platform for Internet TV | Free  Initial Training  Basic Bandwidth of 5 TB |
|  | * 1. Content Storage | To be Mutually Decided |
|  | * 1. Training and Support | To be Mutually Decided |
|  | * 1. Extra Bandwidth | To be Mutually Decided |
|  | * 1. Revenue Share | To be Mutually Decided |
|  | * 1. Branding Services | To be Mutually Decided |
|  | * 1. Placement TV | To be Mutually Decided |
|  | * 1. Admission TV | To be Mutually Decided |
|  | **Startup World** |  |
|  | Basic Platform for Internship with the following features   * Student Login * Industry Login * Mentor Login * Staff Login * Internship Activity and Contribution Tracking | To be Mutually Decided |
|  | **Learning Planet** |  |
|  | * 1. Setup Charges | To be Mutually Decided |
|  | * 1. E-Learning Platform | To be Mutually Decided |
|  | **Technology and Business Advisory Services** |  |
|  | * 1. Interact will Vendors on Behalf of **College** for all its procurement.      1. Digitalization      2. Internet Connection Upgrade      3. Setup Wi-Fi in Campus      4. ERP System      5. Student Teacher Records      6. International Courses from Coursera      7. Setting up of Centre of Excellence      8. Setup up for Special Courses like Blockchain      9. Document Management |  |
|  | **Project to be jointly developed** |  |
|  | * 1. Ethical HR   2. Alumina Connect   3. Curriculum Planning and Teacher Training   4. NRI – OCI Connect   5. Elder Support System   6. Admission Engine   7. Placement TV | Will be Jointly Developed, Tested, Productized and Made available to the Market using the Internship program at the college.  College can indicate if they want to participate in the program. |
|  | **Design, Development and Implementation of Interdisciplinary value-added Training Courses** |  |
|  | 1. Sports MBA 2. Jobs Academy 3. International Internships 4. Establishing Relationship with International Colleges / Universities for Student / Faculty exchange program and Joint Online Courses 5. Establishing Relationship with International Large Corporations, SME’s and Startups |  |

**ANNEXURE II**

[Annexure II Table]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr.** | **Project** | **Name of Coordinator / Designation** | **Phone No** | **Email ID** |
|  | Smart Cookie |  |  |  |
|  | CJN – Continuous Job Network |  |  |  |
|  | Campus Radio |  |  |  |
|  | Campus TV |  |  |  |
|  | Startup World (Internships) |  |  |  |
|  | Learning Planet |  |  |  |

**Abhishek Roka**

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