# **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 <a href="[Start of the color of the col

[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
  - o 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
  - o **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.

#### 2. 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.

#### 3. 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.

#### 4. Resolution of dispute through Arbitration/Court of Law

a) 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.
- b) 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.
- c) 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.
- d) 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. ?

#### 5. 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.

#### 6. 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] (College)(Party 2)

For [Company Name]
([Company Name Short]) (Party 1)

By [Signatory Signature]

Name: [Signatory]

Title:

Date: [Start Date]

By [Company Head Signature]

Name: [Company Head]

Title:

Date: [Start Date]

#### **ANNEXURE**

### **Financial Terms and Conditions**

# [Annexure Table]

Sr.	Description	Rate	
1.	Smart Cookie		
	Basic Platform for Rewarding and 360 Degree	Free	
	Feedback for Faculty		
	Smart Cookie Rewards Fund Raising		
	a. Investment for Effective Implementation of	To be Mutually Decided	
	Rewards Engine for distribution of Rewards	Minimum Amount to be year marked	
	Points.	by every college (Associated Colleges	
		to Invest for Student Welfare)	
	b. Sponsors associated with Colleges and	To be Mutually Decided	
	Universities to contribute for Rewards Points in		
	the form of Cash or Kind		
2.	CJN – Continuous Job Network	To be Mutually Decided	
3.	Campus Radio		
	a. Basic Platform for Internet Radio for the College	Free	
		Initial Training	
		Basic Bandwidth of 1 TB	
	b. Training and Support	To be Mutually Decided	
	c. Extra Bandwidth	To be Mutually Decided	
	d. Advertising and Promotional Program Revenue	To be Mutually Decided	
	Share		
4.	Campus TV		
	a. Basic Scheduling Platform for Internet TV	Free	
		Initial Training	
		Basic Bandwidth of 5 TB	
	b. Content Storage	To be Mutually Decided	
	c. Training and Support	To be Mutually Decided	
	d. Extra Bandwidth	To be Mutually Decided	
	e. Revenue Share	To be Mutually Decided	
	f. Branding Services	To be Mutually Decided	
	g. Placement TV	To be Mutually Decided	
	h. Admission TV	To be Mutually Decided	
5.	Startup World		
	Basic Platform for Internship with the following	To be Mutually Decided	
	features		
	Student Login		
	Industry Login		
	Mentor Login		
	Staff Login		
	Internship Activity and Contribution Tracking		
6.	Learning Planet		

	a. Setup Cha	irges	To be Mutually Decided		
	b. E-Learning Platform		To be Mutually Decided		
7.	Technology an	d Business Advisory Services			
	a. Interact will Vendors on Behalf of <b>College</b> for all				
	its procur	ement.			
	i. Dig	italization			
	ii. Inte	ernet Connection Upgrade			
	iii. Set	up Wi-Fi in Campus			
	iv. ERP	<sup>o</sup> System			
	v. Stu	dent Teacher Records			
	vi. Inte	ernational Courses from Coursera			
	vii. Set	ting up of Centre of Excellence			
	viii. Set	up up for Special Courses like			
	Blo	ckchain			
	ix. Dod	cument Management			
8.	Project to be jointly developed				
	a. Ethical HR		Will be Jointly Developed, Tested,		
	b. Alumina C		Productized and Made available to the		
		m Planning and Teacher Training	Market using the Internship program		
	d. NRI – OCI		at the college.		
	e. Elder Support System		College can indicate if they want to		
	f. Admission Engine		participate in the program.		
_	g. Placemen				
9.	• .	opment and Implementation of ry value-added Training Courses			
	a. Sports ME				
	b. Jobs Acad				
	c. International Internships				
		ng Relationship with International			
	Colleges / Universities for Student / Faculty				
	exchange program and Joint Online Courses				
	_	ng Relationship with International Large			
		ons, SME's and Startups			

#### **ANNEXURE II**

## [Annexure II Table]

Sr.	Project	Name of Coordinator / Designation	Phone No	Email ID
1.	Smart Cookie			
2.	CJN – Continuous Job Network			
3.	Campus Radio			
4.	Campus TV			
5.	Startup World (Internships)			
6.	Learning Planet			

