


#### MEMORANDUM OF UNDERSTANDING (MoU)


This Memorandum of Understanding for introducing Innovation and Entrepreneurial Competencies to Tamil Nadu School Students is being entered into on this day of 27<sup>th</sup> June, 2019.

#### By and between:

**TANSIM/EDII-TN** - Tamil Nadu Startup and Innovation Mission (TANSIM) /Entrepreneurship Development and Innovation Institute, Tamil Nadu (EDII-TN), where in EDII-TN is an autonomous not-for-profit society of the Government of Tamil Nadu and nodal agency for the implementation of Tamil Nadu Startup and Innovation Policy 2018-2023, having its office in TI Building, SIDCO Industrial Estate, Guindy, Chennai-600032 Tamil Nadu, India (hereinafter referred to as "**First Party**") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and assigns and represented herein by its authorized signatory **Director, TANSIM, EDII-TN**

  
Director of School Education  
Chennai-600 006

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Director  
Entrepreneurship Development &  
Innovation Institute- Tamil Nadu (EDII-TN)  
Parthasarathy Kovil Street,  
Ekkattuthangal, Chennai-600 032




**The Directorate of School Education, Government of Tamil Nadu,** represented by its **Director** at DPI Campus, College Road, Chennai – 600006, (hereinafter referred to as the "Second Party") which expression shall include its successors in interest and representatives of the Second Party.


#### **WHEREAS**

- a. The First Party is a not-for-profit- society established by the State Government of Tamil Nadu which is an apex organization in the field of entrepreneurship education, self-employment, and startup promotion in the State of Tamil Nadu. It is administered by the Department of Micro, Small and Medium Enterprises (MSME), Government of Tamil Nadu.
- b. The Second Party is the Directorate of School Education under whose jurisdiction and control, the State Government schools lie.
- c. The First Party has created the Tamil Nadu Ilam (Junior) Innovators Challenge with the Startups and will create several educational programmes, challenges and competitions to inculcate innovation and entrepreneurial competencies amongst School Students. It will also facilitate support in setting up and maintenance of ATAL Tinkering Labs and Makerspaces along with Teachers' Training Programme to nurture and guide students to equip them with necessary skills to face the future.
- d. The Second Party has agreed to accept the above said offers and has agreed to work together for the implementation of these educational programmes in Government, Government Aided and Private Schools for the knowledge and benefit of school students all over Tamil Nadu.

#### **I. Role of the First Party**

- a. The First Party herein will create the educational programmes, challenges and competitions with startup(s) and partnering agency/organization(s) after extensive research, think tanks, stakeholder meetings, planning and development. All rights, titles, interest and Intellectual Property in relation to the educational programmes and tools, concepts, app or knowhow in any manner will

  
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exclusively belong to the First Party and the Second Party will not deal with aforementioned except as permitted by the First Party.

- b. The cost of these programmes will be taken care of by the First Party or in partnership with Education Department as per the programme demands or any donor it may identify in the future. In addition, specific programmes may be funded by the Second Party under its educational initiatives.
- c. The First Party shall also exclusively support Schools in Setting up and Maintenance of ATAL Tinkering Labs and Makerspaces with the help of Startups working in the field of Education. Gamified entrepreneurship concepts shall be introduced by leveraging digital platforms.
- d. With the support of the Second Party, the schools shall be facilitated to run Junior Entrepreneurship Cells (E-cells) which will serve as a forum like Ilakiya Manrams. Students from across grades shall share ideas, form interdisciplinary teams and build ideas. If there are potential startup ideas, they will be attached with a mentor to nurture them and guide them.
- e. The School teachers will be trained by the First Party to facilitate the Junior E -Cells and also according to the situation that may arise.

## II. Role of Second Party

In order to enable the First Party, the Second Party hereby agrees to provide the following:

- a. The Second Party hereby agrees and acknowledges the First Party in its effort to nurture and develop innovation and entrepreneurial skills in school students and in order to enable the First Party to carry out its obligations under this MoU, the Second Party agrees to provide necessary permission and access to the First Party to run its programmes in the school premises all across the State of Tamil Nadu.
- b. The Second Party shall intimate the authorities at the District Level to permit and give access to the schools in their jurisdiction and allow the First Party to conduct programmes without delay so as to give the maximum benefit to the students.




- c. The Second Party shall share with the First Party, the details (incl. contact details) of Educational Districts, CEOs and Schools along with the list of students who had already participated in science fairs and showed interest in innovation during the classes.
- d. The Second Party shall provide necessary support in organizing various programmes, from funding to providing room space with utilities (power, water, etc.), permitting and sending teachers for teacher training programmes, conducting entrepreneurship field trips/programmes, etc.
- e. Support First Party in establishing and running Junior E-Cells (Entrepreneurship Cells) in Government and Private Schools.

### III. **Term and Termination**

- a. The duration of this MoU shall be for a term of Five (5) Years commencing with effect from the date of execution of this MoU. This MoU shall be considered as automatically renewed unless and until revoked in writing by either of the parties, two (2) months before the expiry of the term agreed herein.
- b. Either of the parties may be entitled to terminate this MoU by giving two (2) months advance notice in writing to the other. In such event, neither party shall have any right to claim any damages or compensation against the other party.
- c. As the First Party will be conducting several programmes funded by own sources or along with Second Party and several donors for different tenures, programmes will be initiated and terminated based on the terms of the funding received.

### IV. **Confidentiality and Non- disclosure**

- a. The Parties shall keep strictly confidential all information, in any form or medium, whether disclosed orally or in writing, before or after the execution, hereof designated as such by either of the parties together with all other information which relates to the business, affairs, products, software, developments, trade secrets, know-how, personnel, agents, customers, subscribers and suppliers of either

  
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**Chennai-600 006**


  
**Director**  
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**Ekkattuthangal, Chennai-600 732.**

Party, including the terms of this Agreement, or information which otherwise may reasonably be regarded as confidential information of the disclosing Party.


- b. However, the term confidential information shall not include any information disclosed which a) is on the Effective Date, or thereafter becomes, publicly known without violation of this Agreement, b) is demonstrably developed at any time by either of the parties without use of confidential information, c) is legitimately obtained at any time by either of the parties from a third party without restrictions in respect of disclosure or use, or d) is required to be disclosed by any applicable law, regulation or by order of a court of competent jurisdiction.
- c. The parties agree that they shall disclose confidential information only to those of its personnel or authorized representatives who need to know such confidential information for the purpose of this Agreement and who are bound by appropriate confidentiality obligations, either as a condition of employment or prior to obtaining confidential information, to protect the confidentiality of such confidential information. The recipient Party will be liable as a primary obligor for any breach of this article notwithstanding that such breaches were committed by its personnel or authorized representatives (with or without the recipient's knowledge).

## V. Intellectual Property

- a. Each Party will have absolute and sole rights on the intellectual property (including ideas, concepts, creations, discoveries, domain names, inventions, improvements, know-how, trade or business secrets; trademarks, service marks, designs, utility models, patents, copyright and other confidential and proprietary information) developed independently during the program.

  
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Chennai-600 006

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Director  
Entrepreneurship Development &  
Innovation Institute-Tamil Nadu (EIDI)  
Parthasarathy Kovil Street  
Ekkattuthangal, Chennai-600 032.

## VI. Representations and Warranties

- a. Each Party hereby represents and warrants that the use of IP made available or contributed by it does not violate the IP rights of any third party.
- b. Each Party has all requisite power and authority to enter into this MOU and the execution, delivery and performance by such Party of this MOU has been authorised by all necessary and appropriate corporate or governmental action and will not, to the best of its knowledge, violate any applicable law or approval presently in effect and applicable to it.

## VII. Dispute Resolution

If a dispute arises concerning the interpretation or implementation of this MOU the Parties agree to settle amicably by mutual consultation or negotiation and shall observe and comply with all laws, rules, and regulations of the State of Tamil Nadu.

## VIII. Miscellaneous

- a. Entire MoU: This MoU shall constitute the entire MoU between the Parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This MoU may not be amended or modified in any respect except by written instrument signed by the Parties hereto.
- b. This MoU is subject to a force majeure clause.
- c. First Party and Second Party will work together as partners to ensure the success of the programmes. This may involve ongoing development or enhancements to increase the quality and the reach of the programmes.
- d. The success of the programmes will depend largely on the cooperation and commitment of School Teachers and Students (Government, Government Aided and Private Schools). First Party is confident that in



light of the MoU, the Second Party will render all support to First Party to make these initiatives a big success.

- e. It is understood that the success and the impact of these initiatives can be seen only over an extended period of time and depends on the successful infusion of the programme goals into the Education System.
- f. This MoU shall be governed by the laws of the Republic of India and courts at Chennai shall have exclusive jurisdiction.

In witness whereof, the parties have executed this MoU on the date and day mentioned.

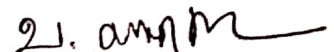
  
Director of School Education

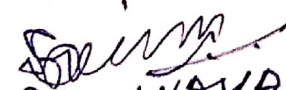
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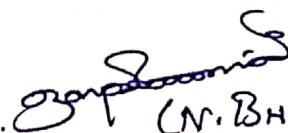
Witness:

1.   
CV. Lakshminarayana,  
Superintendent,  
DSE, Chennai-6.

2.   
CS. VINAYAGAM  
Supt (V.G.)  
DSE, Chennai-6.

Witness:

1.   
SHIVA SHANKAR  
Dy. Director  
EDII-TN, Chennai-32.

2.   
(N. BHUVANESHWARI)  
Accounts Officer,  
EDII, TN, Chennai-32.