

University/
College/
Corporate/
MSME Logo

ASSOCHAM
UP

Memorandum of Understanding
Between

University/College/Corporate/MSME
And
ASSOCHAM UP & UK

This memorandum of understanding (MOU) which is signed on the _____, India _____, 2024 and expires on _____, 2025 is between ASSOCHAM UP & UK having its registered office at _____ (herein after referred to as "First Party", which expression shall, unless it is repugnant to the context thereof be deemed to include its successors and assignees represented by its Founder/Secretary of the First PARTY).

AND

University/College _____, having its registered office at _____ (hereinafter referred to as "Second Party", which expression shall, unless it is repugnant to the context or meaning thereof be deemed to include its successors and assignees represented by the Second PARTY).

AND

Corporate/MSME _____, having its registered office at _____ (hereinafter referred to as "Third Party", which expression shall, unless it is repugnant to the context or meaning thereof be deemed to include its successors and assignees represented by the Third PARTY).

(First Party, Second Party and Third Party shall hereinafter be individually referred to as "Party" and collectively referred to as the "Parties") WHEREAS

a. University/College is leading registered education institution under UP state government act and working in education, Higher education, capacity development programs for Faculty /Staff members including Internship for school/college level students. Organization is also engaged in various social development and community engagement activities for all sustainable practices with a vision of nation development and betterment of society.

b. Corporate/ MSME party is working in UP State at address _____ and registered under UP state government act and working in industrial operation for manufacturing/production/services etc.

c. Corporate entity is eligible to undertake CSR activity as per MCA guidelines and Article 135 of Corporate Social Responsibility (CSR) Act 2014.

d. The Parties are now desirous of collaborating on sharing of government/corporate projects, for implementing Internship scheme for eligible college /university students and also working in association on projects subject to the terms contained herein:

- i) An action **committee** will be set up to monitor the activities of the MoU. The committee will consist of at least one representing member from each project implementing party i.e.: Assocham - UP, University/College, Corporate/MSME and at least one external member who is certified CSR professional from ICSI/ICAI Institution.
- ii) The action committee will be the supreme body to govern implementation, continuation and termination of this MoU for Internship project.
- iii) Action committee to meet on need basis to discuss and analyze the progress of activities and milestones.
- iv) Action committee to prepare all required reports pertaining on the progress of activities and other deliverable.

e. Roles and Responsibilities:

1. First Party Responsibilities: **(Role of Industry Leader)**

- i. First Party, along with action committee, will work with other Party for Implementation of Student Internship project.
- ii. Internship planning, preparation and approval.
- iii. Selection of Corporate/MSME/Industry & University/College partners.
- iv. Implementing and sourcing Government funding as per scheme.
- v. Monitoring of Internship program using collaborating partners or Individuals or by own staff/team members.

2. Second Party Responsibilities(Role of University or College)

- i. Second Party, along with action committee, will work with other Party for Implementation of Student Internship project.
- ii. Approval of Student Internship program.
- iii. Sourcing students for Internship as per their streams and program requirements.
- iv. Internship Monitoring for daily activity and student attendance.

3. Third Party Responsibilities:(Role of Corporate/MSME/Industry partner)

- i. Third party to work along with action committee and First party for proper Implementation and completion for Implementation of Student Internship project.
- ii. Approval and preparation of Internship program.
- iii. Funding to approved Internship program this includes Rs 6000 per student and training cost.
- iv. Giving support for arrangements of classroom and practical /onsite learnings.

f. This MOU constitutes the entire agreement between the parties in relation to the matters referred to in it and supersedes any previous agreement, documentation and correspondence between the parties in relation to those matters.

g. Confidentiality

a. Each Party (the "First Party") recognizes that in the course of the transactions envisaged between itself and the other Party (the "Second / Third Party"), it shall be privy to certain Confidential Information relating or belonging to such Disclosing Party/its affiliates. The Second and Third Party therefore agrees that:

1. It shall not, without the prior written permission of the first Party, directly or indirectly disclose or cause to be disclosed any Confidential Information to any external party/member;
2. It shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
3. It shall promptly inform the First Party of any potential or accidental disclosure of Confidential Information and shall take all steps,

together with the First Party, to retrieve and protect the said Confidential Information;

4. It shall ensure that all of the Receiving Party's representatives or other persons who are given access to the Confidential Information shall at all times be bound by legally valid, written non-disclosure obligations at least as stringent as those contained herein;

5. And it shall use the Confidential Information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner to the exclusion of or to the detriment of the Disclosing Party/its affiliates.

- b. Upon the termination of this Agreement or upon demand by the Any Party, whichever is earlier, all Party shall forthwith ensure the return to the First Party of all Confidential Information and copies thereof in the possession or under the control of the Second/Third Party, its members and their affiliates and shall thereafter providewritten confirmation to the First Party affirming the Party's compliance with the foregoing.
- c. The term "Confidential Information" as used hereinabove means, with respect to the First Party/its affiliates, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to present or potential business, functionalities and specifications of the Second Party's/its affiliates' products, devices or silicon (whether existing or planned), research/development, intellectual property, technology, designs, computer software, training methodologies, production techniques, testing plans and results, associates, customers, suppliers, competitors, regulatory matters, pricing, business development, marketing plans or strategy, sales matters/data, employees, financial matters or data, litigation/disputes and any information which might reasonably be presumed or identified to be proprietary or confidential in nature. However,

(i) "Confidential Information" would not include any such information which is known to the public (through no act or omission of any Party in violation of this Agreement);

(ii) can be demonstrated to have been lawfully acquired by the any Party from an independent source having no obligation to maintain the confidentiality of such information;

(iii) can be evidenced to have been known to all Party prior to its disclosure under this Agreement

(iv) is required to be disclosed by governmental or judicial order, in which case the all Party shall give the first Party prompt written notice, where possible, and

use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the First Party to seek a protective order or other appropriate remedy.

- d. Neither Party shall issue any press releases or website announcements or otherwise publicize the existence or any of the terms of this Agreement or other writing executed between the Parties without the prior written consent of the other Party.
- e. The Parties acknowledge and agree that the above provisions relate to special, unique and extraordinary matters, and that violation of any of the terms of the same by the Party shall cause irreparable injury to the other Party/its affiliates and such other Party/its affiliates shall therefore be entitled to an interim injunction, restraining order or such other equitable relief as may be available to it under applicable law. These remedies are cumulative and are in addition to any other rights and remedies that the said other Party/its affiliates may have at law or in equity.

h. Intellectual property

- a. The term "Intellectual Property" as used herein means all intellectual property, whether or not capable of being registered, including but not limited to patents, copyrights, computer software, code, designs, chip topography rights, mask works, trade secrets, know how, techniques, methodologies, trademarks, service marks, logos, trade names and corporate names.
- b. It is hereby expressly clarified that any Intellectual Property independently created by either party shall vest solely with other Party, and No Party shall be entitled to the same.

i. Representations and warranties

- a. The Parties hereby represent and warrant that:
 - i. Each of them has full power and authority to enter into this Agreement.
 - ii. The execution and delivery of this Agreement will not result in breach of any terms and conditions of any agreements, or constitute default under or violate any law, rule or regulation or any order, judgment or decree of any court, tribunal or governmental body.
- b. It is clarified that First Party or its affiliates does not provide any warranty or undertaking to any Party or assume any obligations as regards the quantum or nature of any development tools and educational materials that would be funded/provided by First Party.

j. Indemnity

Each Party (the "Breaching Party") shall indemnify and hold the other Party/its affiliates (the "Non-Breaching Party") harmless against any and all losses, claims, damages, liabilities, actions, proceedings, costs, charges, expenses and interests incurred by the Non-Breaching Party and arising out of any breach of the terms of this Agreement by the Breaching Party or out of any representation made by the Breaching Party being incorrect, misleading or materially incomplete in any manner whatsoever.

k. Relationship

All Party understands and acknowledges that its relationship with collaborating Party or its affiliates will be that of an independent principal and nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, agency or employer-employee relationship and neither Party shall have any authority to bind the other or shall be deemed to have any authority of the other otherwise than as strictly provided herein.

l. Export control

Each Party understands and acknowledges that services (regardless of the form in which it is provided), etc. Without limiting the generality of the foregoing, each Party specifically agrees that it shall not transfer or release details etc to anyone.

m. Information Rights

All Party shall, if requested by First Party or its affiliates, forthwith provide First Party nominees access to all information, records, books and documents as may be required by First party.

n. Term and Termination

- a. This Agreement shall become effective from the date hereof and shall remain in force unless terminated in accordance with the provisions of this Section. This Agreement may be terminated by either Party hereto if another Party commits material breach or default in performance of its obligations hereunder and the same (if capable of being remedied), has not been cured within 30 (thirty) days of receipt of written notice of such breach or default.

- b. Any Party may terminate this agreement without specifying any reason by providing 30 days' prior written notice in that behalf to the other Parties.
- c. The termination hereof shall not serve to release a Party from the performance of such of its obligations as may have arisen prior to termination. Further, the provisions of work completion prior to termination of agreement shall continue to remain binding notwithstanding the termination or expiry hereof.

O. Governing law and dispute resolution

- a. This Agreement shall be governed and construed in accordance with the laws of India.
- b. If any dispute arises between the Parties during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the dispute shall be referred to no arbitrator.
- c. Subject to the provisions above, the courts at Lucknow, Uttar Pradesh shall enjoy sole jurisdiction over matters related hereto. It is hereby clarified that nothing herein or in Section 15b above shall be construed to prevent First/its affiliates from approaching courts in any jurisdiction deemed appropriate by them for the purpose of obtaining injunctive and equitable relief.

P. General Provisions

- a. Any notice under this Agreement will be in writing and will be: (i) given in person; or (ii) sent by facsimile or electronic mail and confirmed by sending through registered post or nationally recognized courier within three (3) calendar days thereafter, or (iii) sent by registered post or nationally recognized courier, with postage prepaid, to the address specified below or to any other address that may be designated by a party by prior written notice. Any notice delivered by facsimile or electronic mail will be deemed received the day it is sent. Any notice or other communication sent by registered post or nationally recognized courier will be effective as of the date of the receipt.
- b. Entire Agreement: This Agreement, including the Schedules hereto, constitutes the entire agreement between the Parties relating to its subject matter and, this Agreement supersedes any and other prior agreements, communications or understandings, whether oral or written, pertaining to the subject matter hereof.
- c. Amendment to Agreement: This Agreement may not be amended, varied, waived, explained, added to, extended or changed in any way except in writing, signed by a person duly authorized to execute such modification or amendment on behalf of either Party.
- d. Waiver: Any failure by either party to exercise its rights or any delay, forbearance or indulgence by either party in exercising any rights under this agreement shall not

operate as a waiver of that right or preclude its exercise at any subsequent time or on any subsequent occasion.

- e. Severability: In the event that any one or more of the provisions contained herein are, for any reason, discovered to be unenforceable in any respect under the laws of India, the remainder of this Agreement shall be in full force and effect.
- f. No Exclusivity: Nothing herein shall be deemed to restrict any Party from entering into similar arrangements with any third parties.
- g. Force Majeure: Neither Party shall have any right to terminate this Agreement for any breach caused by reason of, nor shall either Party be liable for any loss or damage caused to the other by reason of any failure or delay of such Party in meeting its obligations under this Agreement which is due to any riot, strike, fire, accident, explosion, flooding, terrorism or malicious damage not attributable to the default or negligence of such Party or to any other cause (whether similar to the foregoing or not) not so attributable. Each Party shall forthwith notify the other of any event likely to cause such failure or delay immediately upon the same having come to such Party's knowledge. Provided that in the event that any event of *force majeure* which prevents either Party from fulfilling its obligations under this Agreement persists for a continuous period of 45 days, either Party may forthwith terminate this Agreement and the consequences of such termination shall be the same as termination under Section 14 (d).

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized representatives as of the MOU effective date above.

First Party By

Name:

Designation/Title:

Date:

Second Party by:

Name:

Designation/Title:

Date:

Third Party By

Name:

Designation/Title:

Date: