

महाराष्ट्र MAHARASHTRA

● 2023 ●

79AA 351192

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into on 7<sup>th</sup> November, 2023 ("Effective Date")

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८००००२४  
21 NOV 2023  
सहस्र अधिकारी  
श्रीमती सुषमा चव्हाण

**BETWEEN**

**Maharashtra State Skills University** having its office at 1<sup>st</sup> Floor, Elphinstone Technical School, 3, Mahapalika Marg, Dhobi Talao, Mumbai – 400 001, a Skill University established and governed by the Maharashtra State Skills University Act, 2021 (hereinafter referred to as 'MSSU'), of the **First Part**;

**AND**

**Maharashtra State Innovation Society** is a society registered under the Societies Registration Act, 1980 having its registered office at 1<sup>st</sup> Floor, Elphinstone Technical School, 3, Mahapalika Marg, Dhobi Talao, Mumbai – 400 001, (hereinafter referred to as 'MSINS'), through their authorised signatory which expression shall unless repugnant to the context or meaning thereof includes its successors and permitted assigned, of the **Second Part**

**AND**

**Hindi Vidya Prachar Samiti's Ramniranjan Jhunjhunwala College of Arts, Science & Commerce (Empowered Autonomous Status)**, founded in 1963 is an Autonomous College registered under the Bombay Public Trust Act 1950 (BO .XXIX0f1950) with Number in the Register of Public Trust: F-30/ (BOM) having its registered office at Opposite Ghatkopar Railway Station, Ghatkopar West, Mumbai 400086, Maharashtra, INDIA (hereinafter referred to as the '**R J College**'), through their authorised signatory which expression shall unless repugnant to the context or meaning thereof includes its successors and permitted assigned, of the **Second Part**;



जोडपत्र-१ Annexure - १

फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक विकत घेणाऱ्याचे नाव \_\_\_\_\_

नोंदणी शाखा

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता \_\_\_\_\_

महाराष्ट्र राज्य कौशल्य विद्यापीठ

मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक \_\_\_\_\_

बहिला मजला, एल्फिस्टन टेक्निकल हायस्कूल,  
मुंबई-४००००९.

23 NOV 2023

मुद्रांक विकत घेणाऱ्याची तारी \_\_\_\_\_

परवाना क्रमांक : ८००००२४

मर्यादाधारक मुद्रांक विक्रित्याची सही

डी. डी. पाटणकर

मुद्रांक विक्रीचे ठिकाण/पत्ता : दि. ०९/०७/२००८ मेट्रोपोलिटन मॅजिस्ट्रेट्स कॉर्ट बार् असोसिएशन

एस्टेलेनेड चोर्ट, ब्रह्मपानिकवली रोड, मुंबई-४००००९.

शासकीय कार्यालयसमोर/ब्याचलरसमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक

कागदाची आवश्यकता नाही. (आयन आदेश दि. ०९/०७/२००८) नुसार

सगळ्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांना त्याच कारणासाठी मुद्रांक खरे

दीव्यासाठी नवीन मुद्रांक खरेदी करणे आवश्यक आहे.



महाराष्ट्र राज्य कौशल्य विद्यापीठ

MSSU, MSINS and R J College are hereinafter referred individually as 'Party' and collectively as 'Parties'.

**WHEREAS** MSSU is established under the provisions of the Maharashtra State Skills University Act, 2021 and is one of the State Skills Universities in India, providing skilling, education, research, incubation and consultancy in various areas of Technology, Science, Humanities and Social Sciences, etc.;

**WHEREAS**, MSINS is nodal government agency established under Department of Skill Development and Entrepreneurship, Government of Maharashtra to boost innovation-driven entrepreneurial ecosystem in the state of Maharashtra with an aim to foster innovative approaches and create conducive environment for innovative businesses to operate in Maharashtra.

**WHEREAS**, R J College represents Autonomous Educational Institute with the main objective to educate and Skill students

**AND WHEREAS**, R J College is keen to partner with MSSU and MSINS to train and upskill students in the field of entrepreneurship and enhance their capabilities while providing them a platform for successful startups.

**THEREFORE**, the Parties herein, in accordance with the terms detailed below have agreed to enter into this Memorandum of Understanding.

**By this MOU, the Parties hereto have decided to cooperate; collaborate and further agree as under:**

**1. Objective:**

- i. To create a network of pre-incubation centers within reputed institutes/colleges, fostering a culture of innovation and entrepreneurship.
- ii. To enhance the capabilities of students, faculty, and aspiring entrepreneurs through specialized programs.
- iii. To provide a platform for ideation and collaboration, leading to the development of innovative solutions and startups.
- iv. To establish a support system for aspiring entrepreneurs, connecting them with resources and opportunities.
- v. To promote and support the growth of innovative projects within the incubation center and facilitate their access to seed funding.

**2. Roles and responsibilities of MSSU:**

- i. Develop the courses and programs for capacity building training and propose them to the appropriate University authorities for approval.
- ii. Conduct masterclasses/short duration trainings at the R J Colleges on paid basis.
- iii. Support the R J College in capacity building training by enrolling one participant per program as referred by the R J College for free in the program.
- iv. Conduct examinations and assessment of participants enrolled and provide relevant certification.
- v. Collect the course fee as may mutually agree and as per the rules of the MSSU.
- vi. Conduct yearly competition for startup ideators once a year and those who qualify shall have opportunity to go to finals and further to incubation centers of the university governed by the norms of the incubation center. At least two startups per incubation should be identified by each college at the end of the year.

**1. Roles of MSINS**

- i. Provide support to the preincubation centres and the activities carried out under it.
- ii. Connect the entrepreneurs to the ecosystem of stakeholder
- iii. Provide opportunity to participate in the MSINS initiatives and schemes under MSINS
- iv. Provide partners wherever necessary as per the mutual consent of all parties

### **3. Roles and Responsibilities of R J College:**

- i. Provide inputs on the upgradation of course content from time to time.
- ii. Provide suitable enrollment applications for enrolment into the program.
- iii. Provide the faculty/trainers/guest faculty to conduct the course/programme, and conduct master classes for students and faculty
- iv. Provide the infrastructure to conduct the trainings and examination
- v. Identify one Head and one Coordinator for the skill center to be nominated for the program as liaison representative between Institute and MSSU for the efficient management of the programs.
- vi. Conduct the activities within the provided timelines as provided in Annexure 1 of this MoU

### **2. Joint Responsibilities of the Parties:**

- i. The Parties shall create a committee of 3 members which shall comprise:
  - a) 1 members nominated by R J College and
  - b) 1 members nominated by the Hon'ble Vice Chancellor of MSSU
  - c) 1 members nominated by the CEO, MSINS
- ii. The committee shall be responsible for reviewing and continuous monitoring of the course and delivery
- iii. The Chair of the Committee shall be nominated by the Hon'ble Vice Chancellor of MSSU.
- iv. The Fee amount and structure for the programs will be decided by the joint committee established hereunder.

### **4. Course Conduct**

- i. A minimum of 5 such programs shall be conducted annually at the R J College. R J College to provide basic conference room for training programs.
- ii. Training shall be conducted for two faculty members for 2-5 days every year.

### **5. Relationship between the Parties:**

Nothing in this MOU shall be construed to make either Party a partner, an agent or legal representative of the other for any purpose.

The Parties hereby agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreement or arrangement with any third party without reference to the other Party. However, each Party will disclose similar agreement or arrangement if entered or done with third party.

### **6. Consideration:**

Both Parties hereby agree that this is a non-financial arrangement between the Parties and neither Party is liable to pay the other or be paid for the activities being carried out under this MOU.





## **7. Term/Duration and Termination:**

This MOU shall come into force on the date of its signing by the authorized representatives of the Parties hereto and shall remain in force for a period of 3 (three) years and thereafter, it may be renewed with mutual consent of the Parties in writing either wholly or partially.

Either Party may terminate this MOU for breach of any terms and conditions of this MOU by giving 30 (thirty) days' prior written notice (subject to completion of course) of its intent to terminate this MOU to the other Party, except that Party will be obligated to perform its outstanding obligations hereunder up to the date of termination.

All obligations of the Parties shall deem to continue till the completion of the program/course commenced in event of an earlier termination.

## **8. Dispute Resolution:**

Any difference or dispute arisen between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled amicably through mutual consultation and/or negotiation between the Parties, without recourse to any third party.

In event that the dispute is not resolved amicably through negotiations, it shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Parties herein shall mutually appoint the sole Arbitrator whose decision shall be final in this regard. The place of Arbitration will be Mumbai.

## **9. Confidentiality:**

Each Party agree to hold in confidence all information/data designated as confidential, which is obtained/disclosed from the disclosing Party and will not disclose the same to any third party without written consent of the disclosing Party. The confidentiality obligations of both Parties contained in this clause shall remain binding on both Parties during the term and for a period of one (1) year after completion or termination of this MOU, regardless of the cause of such termination. Each Party shall understand to observe the confidentiality and secrecy of documents, information and other data received from or given to the other Party during the period of the implementation of this MOU or any other arrangements made pursuant thereto.

## **10. Intellectual Property:**

Each Party shall retain exclusive interest in and ownership of its Intellectual Property developed before this MOU or developed outside the scope of this MOU. The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations in force from time to time.

Each Party may use trademark and device mark of the other Party for the purposes of this MOU with the prior written approval of other Party.

Both Parties agree to immediately return all data including documents, information, reports and summaries whether written or oral, in electronic or hard copies, provided by one Party to the other Party after completion or termination of the MOU.

## **11. Indemnity**

R J College will indemnify and hold MSSU and MSINS harmless against any claim, action, demand, loss, damage, cost, expense, liability or penalty arising out of any act, failure to act, omission or decision by R J College or employee of R J College or its Member, other than an act of gross or willful negligence by MSSU and/or MSINS.

## **12. Contacts:**

Each Party hereby designates and appoints its representative with overall responsibility for implementing this MOU and the representatives are duly authorized to sign the MOU.

Single Point of contact from MSSU will be \_\_\_\_\_.

Single Point of contact from MSINS will be \_\_\_\_\_.

Single Point of contact from **R J College** will be **Dr. Himanshu Dawda** in his/her capacity as **Principal**

## **13. Notice:**

The Parties may, by written notice to the other Party, designate additional or different person as Point of contact but the Parties expect to have only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this MOU.

### **For R J College**

Name: Dr. Himanshu Dawda

Designation: Principal

Address: Hindi Vidya Prachar Samiti's Ramniranjan Jhunjhunwala College of Arts, Science & Commerce (Empowered Autonomous Status), Opposite Ghatkopar Railway Station, Ghatkopar West, Mumbai-400086, Maharashtra, INDIA

### **For MSSU**

Name: The Registrar

Address: Maharashtra State Skills University, 1<sup>st</sup> Floor, Elphinstone Technical School, 3, Mahapalika Marg, Dhobi Talao, Mumbai – 400 001

### **For MSINS**

Name: The Additional CEO

Address: Maharashtra State Innovation Society, 1<sup>st</sup> Floor, Elphinstone Technical School, 3, Mahapalika Marg, Dhobi Talao, Mumbai – 400 001

## **14. Governing Law and Jurisdiction:**

This MOU is to be construed, performed and enforced in accordance with the laws of India with exclusive jurisdiction of the Courts of Mumbai, India.

## **15. Miscellaneous:**

15.1. Both the Parties will review the activities on quarterly basis at the place/location



- agreed mutually.
- 15.2. **Severance:** Any provision of this MOU which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Accordingly, this MOU shall be construed as if such portion had not been inserted and the remaining provisions of this MOU shall remain in full force and effect.
- 15.3. **Survival :** All obligations of the Parties shall be enforceable and legally binding till the completion of the course/program initiated under this MoU past the expiration, termination or completion of the MoU
- 15.4. **Force Majeure:** No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this MOU is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such Party, including but not limited to, Government legislations, fires, storms, floods, explosions, epidemics, earthquakes, pandemics, accidents, acts of God, any other natural calamities, wars, riots, strikes, lockouts or other concerted acts of workmen, acts of Government. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance and the Party shall resume performance as soon as such cause is removed.
- 15.5. **Waiver:** Except as otherwise provided in this MOU, failure on the part of either Party to exercise any right hereunder or to insist upon strict compliance by the other Party **with any** of the terms, covenants or conditions hereof shall not be deemed a waiver of such right, term, covenant or condition.
- 15.6. **Amendments:** No Party shall be bound by any modification or amendment of this MOU unless such modification or amendment is set forth in a written instrument signed by both the Parties.
- 15.7. **No Assignment:** Neither of the Party to this MOU will assign the MOU to any third party without prior written consent of other Party.
- 15.8. **Further Acts and Assurances:** Each Party agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provision of this MOU and to consummate the transactions contemplated herein.
- 15.9. **Entire MOU:** This MOU constitutes the entire MOU between the Parties with respect to the subject matter hereof as of the date hereof and supersedes all prior oral and written discussions and understandings between them with respect to the subject matter hereof.

Signed for and on behalf of:

Hindi Vidya Prachar  
Samiti's Ramniranjan  
Jhunjhunwala College of  
Arts, Science & Commerce  
(Empowered Autonomous  
Status),

Signed for and on behalf  
of:

Maharashtra State Skills  
University

Signed for and on  
behalf of:

Maharashtra State  
Innovation Society



Name: Dr. Himanshu Dawda  
Designation: Principal.



Dr. (Prof) Apoorva  
Palkar Vice  
Chancellor



Dr. Ramaswami N  
CEO



Dr. Rajendra  
Talware  
Registrar (IC)

Witness 1:



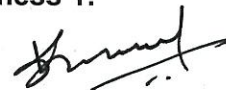
Name: Dr. Himanshu Dawda  
Designation:  
Principal

Witness 1:



Name: Rambir Bhadourya  
Designation:  
Professor of Practice

Witness 1:



Name: Vivek Nagal  
Designation:

Witness 2:



Name: Dr. Karishma Rajbhar  
Designation:

Witness 2:



Name: SANDEEP JAIN  
Designation:

Witness 2:



Name: Afreen Shaikh  
Designation:

### Annexure 1

Sr. No.	Activity	Time Frame	Expected Outcome
1.	Formation of Innovation & Startup Cells	3-6 months	Formation of at least one club with a focused/identified area
2.	Information of Startup initiative of the college on its web portal	3 months	Active web portal for dissemination of Startup activities of college
3.	Registration of interested students in the Innovation & Startup Cells	3-6 months	Registration of at least 10 % of students in the college in startup activities
4.	Identification of Mentor Pool from the local ecosystem	3-6 months	Identification of minimum 10 mentors from industry, academia and practice
5.	Induction workshop for faculty members	3 months	Minimum two workshops every year
6.	Preparation of an action plan for startup activities	3 months	Availability of action plan on the website of the college
7.	Exposure of students and faculty to startups culture	1-6 months	1. Weekly in-house discussions on need and culture of startup. 2. Attend masterclasses/short duration courses conducted by MSSU.
8.	Formation of Industry Interaction Cell for getting industry problems and inviting experts as mentors	3 months	Visits to industries by the cell members for identification of issues
9.	Conducting ideation competitions at college level with large number of teams.	3-12 months	At least one startup in a year
10.	Involvement of Alumni in College startup	3-12 months	Invite 2-3 alumni in a year for interaction. In case college does not have sufficient alumni as entrepreneurs then other entrepreneurs in the region be roped cell (optional)
11.	Awards and appreciation to noted innovators and start-ups of the institute	1 year	Motivation and culture building (optional)
12.	Students should be encouraged to participate in E-summit, hackathons and similar start-up and innovation related exposure programmes at various places	1 year	Min. 2 % student, faculty members should be encouraged for such initiatives (optional)

13.	IPR Cell creation for promoting and facilitating Intellectual Property Rights related endeavors	1 year	Creation of IP Cell and execute mandated activities/Engage students & faculties to IPR cell of university (optional)
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Sr. No.	Activity	Time Frame	Expected Outcome
14.	Access to existing labs and similar infrastructure to student innovators and start-ups beyond class hours	3 months	Optimum usage of existing infrastructure while reducing transaction cost of students
15.	Best Practices Documentation and Dissemination	1 year	Lateral Learning Opportunities with showcasing major efforts and impacts