MEMORANDUM OF UNDERSTANDING (MoU)





BETWEEN

ASDGovernment Degree College For Women(A)

Jagannaickpur, Kakinada, Andhra pradesh

&

CONFEDERATION OF WOMEN
ENTREPRENUERS OF INDIA
(COWE) ANDHRA PRADESH CHAPTER

For

Women Empowerment

Through

Entrepreneurship Development Program



INDIANON JUDICIAL

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R.L.No. 04-12- 2-2024 to 2026 Cell: 8309198682

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 18th day of March 2024 (Eighteenth Day of March 2024), by and between

ASD Government Degree College For women (Autonomous), Kakinada the First Party represented herein by its Dr. V Anantha Lakshmi, Acting Principal(herein after referred as 'first party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

and

Confederation of Women Entrepreneurs of INDIA (COWE) Andhra Pradesh Chapter, the Second Party, and represented herein by Smt. Radhika and Secretary cum EC Member Smt. N. Sri Devi, Rajahmundry, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns). (First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named: ASD Government Degree College For women(Autonomous), Jagannaickpur, Kakinada, Andhra Pradesh.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Women Empowerment through Entrepreneurship development.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Confederation of Women Entrepreneurs of INDIA (COWE) Andhra Pradesh Chapter the Second Party is a non-profit organization, offering trainings, counseling and entrepreneurial Skill Development programs for women.
- F) Give related information, its branches, and dimensional information about the Institution concerned with whom the MOU is sworn.(Annexure-1)

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the students, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all

relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE2 SCOPE OF THE MOU

- 2.1 Membership: The budding women graduates from the institutions and women faculty will be given an opportunity to gain membership (on payment one-time amount of Rs 25,000/-) with Confederation of Women Entrepreneurs of INDIA (COWE) Andhra Pradesh Chapter -the second party.
- 2.2 Start-up Counseling program: The Second Party will give valuable inputs to the students of the First Party with innovative ideas in handholding for further action to promote the establishment of startup.
- 2.3 Industrial Exposure: Both institutions will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Management, Training, and Business& Entrepreneurship.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging opportunities for Women Entrepreneurship and to bridge the skill gap and make women industry ready.

- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest trainings to the students of the First Party on the technology trends and in house requirements. The Cost of such activities will be borne by the first party.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the institution requirement considering the National Occupational Standards in concerned sector, if available. The Cost of such activities will be borne by the first party.
- 2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements. The Second Party will help to establish enterprises by the trained students.
- 2.9 Approvals: Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- **2.10 Consultancy:** The second party will help for setting up incubation centres and other services related.
- 2.11Training: the second party will actively engage in providing training in the fields of marketing including digital marketing, branding, packaging, etc., Leadership skills like team building, negotiation ..., Personality Development like image development, time management, Relationship management, work-life balance, etc.
- 2.12 Awareness programs: Both parties have agreed to jointly organize awareness programmes on "Entrepreneurship Development" and startup Hackathons, workshops and student startup training programmes.
- 2.13 Financial Commitment: As per the National Innovation and Startup policy 2019 guidelines, in return of the services and facilities and support provided, the second party CSD may take 2% to 9% equity/ stake in the startup/company. There is no financial commitment on the part of the second party, the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. This will be dealt separately as per NISP 2019 or the laws therein.

CLAUSE 4

VALIDITY

- 4.1 This Agreement will be valid for a period of 5 Years, until it is expressly terminated by either Party on mutually agreed terms, during which period the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Confederation of Women Entrepreneurs of INDIA (COWE) Andhra Pradesh Chapter, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 90 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Pune.

AGREED:

V. Anauta lakhmi18/3/24 First Party:

For ASD Government Degree College
A.S.D. Govt. Degree College for Women
For Women (Autonomous),

Jagannaickpur, Kakinada,

Andhra Pradesh

Second Party:

For COWE India,

Andhra Pradesh

Chapter

PRESIDENT

Authorized Signatory

Witness1:

Witness2:

RR. D. Risch 18/3/24