

தமிழ்நாடு தமிழ்நாடு TAMIL NADU L. Manickavalli 57AB 255686

868 PANDIAN SARASWATHI  
23.1. YADAV ENGINEERING COLLEGE  
ARASANOOR

எஸ். இராணிக் கவலி  
ஸ்டாம் வெண்டர், தமிழ்நாடு  
53/862, கற்பக நகர்  
K. புதூர், மதுரை - 625 007  
RC. No: 4144 / R2 / 2013-2

**MEMORANDUM OF UNDERSTANDING**

Between

PANDIAN SARASWATHI YADAV ENGINEERING COLLEGE

And

STARTUPPAYANAM COMMUNITY AND ACCELERATOR



This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this the 21<sup>st</sup> Day of January Two Thousand and Twenty Two by and

**BETWEEN**

PANDIAN SARASWATHI YADAV ENGINEERING COLLEGE, Madurai-Sivagangai Highways, Arasanoor- with registered office at 10, Pandian Salai, Sivagami Nagar, Narayanapuram, New Natham Road, Madurai-625014, India represented hereinafter referred as 'FIRSTPARTY', which expression, unless repugnant to the context or meaning here of, shall include its successors, administrators or permitted assignees; and at present represented by Chairman & Managing Director or his representative.

FIRST PARTY

R. G. N. N. N.  
SECOND PARTY



**AND**

**Startuppayanam Community and Accelerator**, located in 1/284,Co-op Thirunagar, Achipatti(PO), Pollachi(Taluk), Coimbatore, TamilNadu, **India**, Represented herein by its FOUNDER, **Mr.R.G.NawinKrishna** herein referred to as '**SECONDPARTY**', the 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 to as 'Parties' and individually as 'Party')

**WHEREAS:**

A) First Party is an Educational institution registered as a Trust named:

**PANDIAN SARASWATHI YADAV ENGINEERING COLLEGE,ARASANOOR  
(PSYEC)**

B) Second Party is engaged as an **Entrepreneur community** named:

**STARTUPPAYANAM COMMUNITY AND ACCELERATOR**

C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of the resources and provide each of them with enhanced opportunities.

D) The Parties intend to cooperate and focus their efforts on technology innovation/utilization, research to solve the problems, networking, marketing assistance, mentoring, promotions, information and knowledge, workshops and training.

E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU.

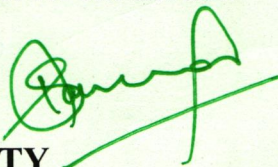
**THE PARTIES HERE TO AGREE AS FOLLOWS**

**CLAUSE 1**

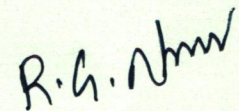
**CO-OPERATION**

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 INCUBATOR 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.

**FIRST PARTY**



**SECOND PARTY**





1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the intellectuals of the First Party providing significant inputs to them in the areas of business and development, keeping in mind the needs of the Second Party.

1.3 The general terms of co-operation shall be governed by this MOU. Both the Parties shall cooperate with each other and shall, as promptly as is reasonable, enter into all relevant agreement, deeds and documents (the 'Definite Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents, this MOU shall represent the entire understanding as to the subject matter here of and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2

### SCOPE OF THE MOU

**2.1 Innovation and Entrepreneurial Ecosystem:** Both Parties believe that close co-operation between the two would be of major benefits to the entrepreneurial community to enhance their enterprise and innovation.

**2.2 Technology Utilization:** First Party and Second Party shall utilize the technologies available in the firms mutually and contribute for the growth of Incubatees, entrepreneurs and students associated with both the parties.

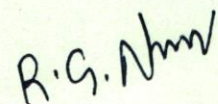
**2.3 Networking:** Both parties have agreed to share their network of startup, industries, mentors, investors, media and other intellectuals within each other whenever necessary considering the mutual benefits and contribute to each other in building a sustainable entrepreneurial ecosystem.

**2.4 Marketing Assistance:** Both Parties have agreed to carry out the marketing assistance of the products and services of the Incubatees, entrepreneurs and members associated with the parties by providing necessary guidance and support in the field of marketing.

**2.5 Mentoring:** Both Parties have agreed to mentor the Incubatees, entrepreneurs and members Associated with the parties in their field of expertise and network in order to enhance the intellectuals and success of them.



**FIRST PARTY**



**SECOND PARTY**



**2.6 Promotions:** Both parties have agreed to promote each other mutually wherever and whenever possible including website, print media, digital media and other possible areas as an ecosystem partner.

**2.7 Information and Knowledge:** Both parties have agreed to share the relevant information and knowledge they possess with each other which would create opportunities for betterment of firms.

**2.8 Workshop & Training:** Both Parties shall actively engage to help the Incubatees of their firms into successful start-up with adequate workshops and training. Both Parties to obtain all internal approval, consents, permissions and licenses of what so ever nature required for offering the Programmes /Courses/Trainings on the terms specified herein.

**2.9 Programs/ Events/ Commitments:** Both the parties accept to support each other for all events and activities, whereas First Party will support in terms of resources/ infrastructure and other required activities, whereas Second Party is responsible for execution/ guests and other required activities, where as the cost of execution & resources will be bared by First Party

**2.10 Fundraising:** Both parties will work for investments and Government grants whereas, Second Party is responsible in guiding First Party on setting up Atal Establishment, Government/Private investors for funding and EDII –Innovation Voucher Program(IVP)and other allied activities

### CLAUSE 3

#### FINANCIAL COMMITMENTS - TERMS & CONDITIONS

3.1 Financial commitments from both the parties are defined within the scope whereas second Party charges a Institutional Member Fees of INR. **150000/Annum** whereas Second Party comes with a discount of 86.5% whereas First party will pay INR. **20000/ Annum** as a membership fees for second party.

3.2 Both the parties are working on Government & Private funds whereas First party will pay 10% (for Less than 5 Lakhs) and 2-5%(For more than 5 Lakhs) in the funds that comes into center through whatever the projects we recommend, refer, support & work together by Second party.

  
**FIRST PARTY**

  
**SECOND PARTY**



3.3 Both parties are responsible to operations and activities where as any operational expenses for and event or activity will be bared by First party whereas every operation & activities should be updated & validated by both the parties & approved by management committee.

3.4 First party will take care of the travel (**Rs.2000 per visit**) and accommodation of second party travel for the travel to institute and entire travel and accommodation outside institution within the scope of the project (TO CHENNAI/DELHI), whereas second party will be promoted as Community partner in all activities vice versa.

**3.5 Membership & association with other organization & communities:**

Second Party will take initiation for Connecting First Party with other Incubation Centers, Specialized Mentors, Investors and other Startups.

**CLAUSE 4**

**INTELLECTUAL PROPERTY**

4.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels 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, copyrights and designs) of the other Party.

**CLAUSE 5**

**VALIDITY**

5.1 This Agreement will be valid until it is expressly terminated by either Party on mutual agreed terms, during which period, the Second Party, as the case maybe, will take effective steps for implementation of this MOUP. Any act on the part of the Second Party after termination of this Agreement by way of communication correspondence etc., shall not be constructed as an extension of this MOU.

5.2 Both Parties may terminate this MOU upon thirty [30] calendar days' notice in writing. In the event of Termination, both Parties have to discharge their obligations fully.

**CLAUSE 6**

**RELATIONSHIP BETWEEN THE PARTIES**

6.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors and the relationship Stabilized under this MOU shall not be construed as

**FIRST PARTY**

**SECOND PARTY**

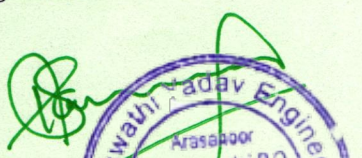
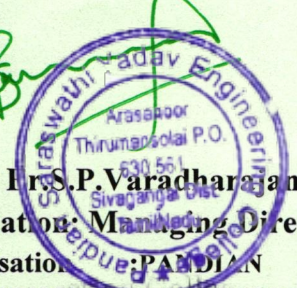

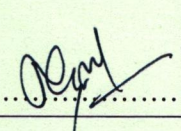
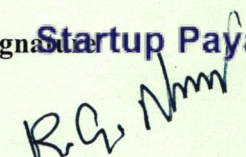
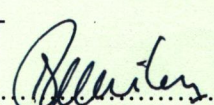
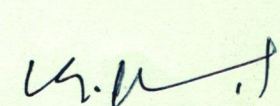


a partnership. Neither Party is authorized to use the other Party's name, or logo in any way, to make any representation or create any obligation or liability, expressed or implied on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

6.2 Any divergence or difference derived from the interpretation or application of the terms of this MOU shall be resolved by arbitration between the Parties as per the Arbitration Act, 1996.

The Arbitration Tribunal shall consist of three members among whom each of the Party shall nominate one member and the third member shall be nominated by the Board of Directors of **PANDIAN SARASWATHI YADAV ENGINEERING COLLEGE, ARASANOOR** at their discretion. The Place of the Arbitration shall be at District Head Quarters of the first Party. This under taking is to be construed according to Indian Law with exclusive jurisdiction in the Courts of **MADURAI District**.

**AGREED:**

<p><b>For &amp; on behalf of</b>  <b>PANDIAN SARASWATHI YADAV</b>  <b>ENGINEERING COLLEGE ,ARASANOOR</b></p> <p><b>Signature</b></p>   <p><b>Name: Mrs. P. Varadharajan</b>  <b>Designation: Managing Director</b>  <b>Organisation: PANDIAN SARASWATHI YADAV ENGINEERING COLLEGE (PSYEC)</b></p> <p><b>Date: 21.01.2022</b></p> <p><b>Place of signing: PANDIAN SARASWATHI YADAV ENGINEERING COLLEGE, ARASANOOR</b></p> <p><b>Witness:-</b></p> <p>1. .... </p> <p>2. .... </p>	<p><b>For &amp; on behalf of</b>  <b>STARTUPPAYANAM</b></p> <p><b>Signature</b></p>  <p><b>Startup Payanam</b>  <b>Founder</b></p> <p><b>Name: R.G. Nawin Krishna</b>  <b>Designation: Founder</b>  <b>Organisation: STARTUP PAYANAM COMMUNITY AND ACCELERATOR</b></p> <p><b>Date: 21.01.2022</b></p> <p><b>Place of signing: PANDIAN SARASWATHI YADAV ENGINEERING COLLEGE, ARASANOOR</b></p> <p><b>Witness:-</b></p> <p>1. .... </p> <p>2. .... </p>
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