

# MEMORANDUM OF UNDERSTANDING

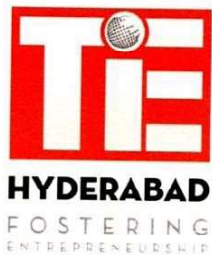
BETWEEN

Commissionerate of Collegiate Education, Government of Telangana



AND

THE INDUS ENTREPRENEURS (TiE) – HYDERABAD



This Memorandum of understanding (hereinafter referred to as "MoU") is entered into by and between

**Commissionerate of Collegiate Education**, Hyderabad having its office at 3<sup>rd</sup> floor, Prof. Jayashankar Vidya Bhavan, Nampally, Hyderabad-500001 and herein after unless the context otherwise requires be referred to as "CCETS"

As FIRST PARTY

And

The Indus Entrepreneurs Hyderabad, founded in 1992 in Silicon Valley by a group of successful entrepreneurs, corporate executives and senior professionals with roots in the Indus region. Their office is located at #102, KADIRIS APURUPA URBAN, Laxmi Nagar, Kondapur, Hyderabad, Telangana-500084 and herein after unless the context otherwise requires be referred to as "TIE Hyderabad"

As SECOND PARTY

(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")

### **Introduction**

A. Whereas CCETS is a non-profit department created by the Government of Telangana to promote education, giving special attention to backward and rural areas. It aims to strengthen education at undergraduate level especially for underprivileged sections of the society.

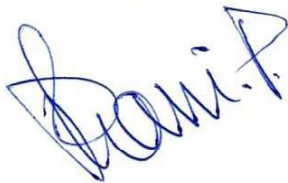


- B. TiE Hyderabad is one of the happening chapters within TiE Global, working with a mission to foster entrepreneurship through mentoring, networking, education, funding and incubation with a focus on generating and nurturing the next generation of entrepreneurs.
- C. Whereas TiE Hyderabad, in furtherance of its mission, engages in establishing "TiE Grad", an initiative run by entrepreneurs, for students aspiring to be entrepreneurs. It is a top-class global entrepreneurship program which enables young students pursuing graduation to develop entrepreneurial mindset and encourages them to build their own business ideas.
- D. Whereas Commissionerate of Collegiate Education, in the State of Telangana is desirous of engaging in career guidance, employability and entrepreneurial skill development initiatives for the students pursuing graduation in Government Degree Colleges in the state.
- E. The parties share the common interest of engaging in entrepreneurial skill-building programs for students pursuing under graduation in Government Degree Colleges in Telangana.

TiE Hyderabad and CCETS desire to enter into this Memorandum setting out the terms and conditions under which the purpose and scope of this MoU will be achieved.

**Article 1**  
**Effective Date**

The parties hereby agree that the effective date of this MoU shall be the date on which it is signed. The Preamble to this agreement constitutes an integral part thereof.



## **Article 2**

### **Purpose and Scope**

**Purpose:** This MoU outlines mutual cooperation between the two parties in the space of entrepreneurial skill enhancement initiatives and creation of a platform for students to interact with global forums to showcase their skills and knowledge.

**Roles and Scope of cooperation:** The parties agree to, in the spirit of mutual cooperation, use the best efforts towards fulfilment of their respective obligations in achieving the purpose of this MoU.

#### **2.1 Responsibilities of CCETS**

- Will recommend and encourage all Government Degree Colleges working under its ambit to motivate their students to participate and make use of the TiE Grad entrepreneurship program.
- Ensure payment of requisite One-time initiation fee (Rs. 1 Lakh + GST) and Annual membership fee (Rs. 1 Lakh +GST, to be paid every year towards the renewal on 1st of April) to TiE Hyderabad chapter.
- Identify 50-100 students (I, II & III yr) from Government Degree Colleges and register them for the program.
- Identify and nominate one student champion and one faculty champion to coordinate the program.
- Provide a common venue (with flexible seating arrangement) at Hyderabad for conduct of orientation-kick-off session and monthly meetings.
- Provide the following for the meetings:
  - 3 Banners, 2 Standees, 1 Hoarding and 1 backdrop.
  - A lean canvas (equal in number to the number of students registered) printed on A2 Sheets.
  - A/V facilities, projector and computers.





- Confirm calendar for TiE Grad team to conduct workshop/seminar on the college campus.

## **2.2 Responsibilities of TiE Hyderabad**

TiE Hyderabad will:

- Share all relevant details of their programs & competitions with O/o CCE.
- Provide know how to permit smooth and effective technology and knowledge transfer.
- Assist registered student entrepreneurs and startups from Government Degree Colleges, Telangana state to solve their business or technical challenges and building mentor connections.
- Nominate 5 student members for BizHack Bootcamps.
- Extend speaker/resource person support for workshops/seminars organised by Commissionerate of Collegiate Education (prior intimation of 15 days is required).
- Assist student entrepreneurs in networking with top entrepreneurs.
- Assign business coach and idea coach to train the registered students on the program for the entire year.
- Conduct competitions to select at least 2 teams and nominate the same for semi-finals - Inter collegiate competitions, the winners of semi-finals (if any) to TiE Grad Business Idea Tournament (Inter-college) and the winners at finals (if any) to global competitions.
- Explain the current needs of the market every year to CCETS and make them understand the changes that may incur in the course of the program.
- Submit a monthly report on the status of the program to CCETS and also a final consolidated report on the program towards the end of the academic year.



### **ARTICLE 3**

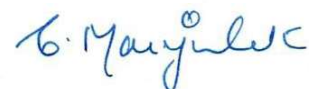
#### **Term**

- 3.1 The MoU will be effective from the date of signing and applicable upto the end of the academic year 2019-2020.
- 3.2 The MoU may be extended on mutually agreed terms for a further period of one year or for such other period as mutually agreed by the parties. If extended, the renewal shall be done on 1<sup>st</sup> April of every year.

### **ARTICLE 4**

#### **Financial liabilities**

- 4.1 The program is offered for a fee which involves
- One-Time setup fee = Rs. 1, 00,000/- + GST@18%
- Annual membership fee = Rs. 1, 00,000/- + GST@18% (to be renewed every year in April).
- Total payable fee for first year = Rs. 2, 36,000/- (inclusive of GST@18%).
- Renewal fee from 2nd year (April-March) = Rs. 1, 00,000/- + GST (18%)
- 4.2 The expenses incurred towards provision of venue, food and accommodation for the meetings held at colleges shall be the liability of CCETS (except for finals, hosted by TiE Grad).
- 4.3 The registration fee towards student nominations for global competitions only (if any) shall be borne by TiE Hyderabad. However the expenses incurred towards travel and logistics shall be the responsibility of nominees/team members.

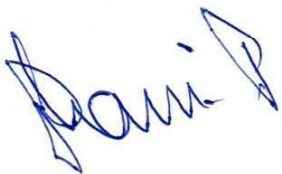


**Article 5**  
**Confidentiality**

- 5.1 This document is confidential. Both the parties agree to maintain in confidence, and not reveal to any person or body, rights and obligations of the parties or any information or data which it receives through the other pursuant to this Agreement. The provision of Confidentiality shall survive the termination of this MoU and continue to bind the parties.
- 5.2 Both parties hereby declare that they know that this undertaking will be in force during the validity of this MoU, as well as at any time after this MoU is terminated.
- 5.3 Both parties declare that they know that the undertaking pursuant to this agreement is a pre- requisite for each party to enter into this MoU with the other, and that without this declaration each would not be willing to enter into an agreement with the other.

**Article 6**  
**Intellectual Property**

- 6.1 Intellectual property means all systems, processes, procedures, propositions, descriptions, models, copyrights, trademarks, trade secrets, and patents, utility models, methods and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- 6.2 The materials provided by TiE Hyderabad are protected by copyright, including without limitation by copyright Law and other applicable laws in India





6.3 CCETS & TiE Hyderabad will not reveal, make use of or commercialize any of the confidential information provided by TiE Hyderabad/CCETS either during the currency or after termination of the related Agreement for a period of five years.

6.4 TiE Hyderabad will retain the right of ownership to all the Intellectual Property Rights. CCETS shall not use intellectual property that is in any way based on the systems, processes, protocols, propositions and models of TiE Hyderabad, even though CCETS may have amended and added to the foundation Intellectual Property.

6.5 The data of the students shall not be shared with anyone without the permission of CCETS other than for the project for which the students have registered.

## ARTICLE 7

### Escalation Matrix

The escalation matrix of each organization will be as follows:

	<b>INSTITUTIONAL MEMBER</b>	<b>Name</b>	<b>Email ID</b>	<b>Phone Number</b>
E1	Student Coordinator			
E2	Faculty Coordinator			
E3	Joint Director	Dr. C. Manulatha	<a href="mailto:Jtdir-ce@telagana.gov.in">Jtdir-ce@telagana.gov.in</a>	040-24745021
E4	Commissioner for Collegiate Education	Sri. Navin Mittal, IAS.	<a href="mailto:comm-ce@telangana.gov.in">comm-ce@telangana.gov.in</a> / <a href="mailto:commissioner.tgce@gmail.com">commissioner.tgce@gmail.com</a>	040-24745021





	<b>TiE HYDERABAD</b>	<b>Name</b>	<b>Email ID</b>	<b>Phone Number</b>
E1,E2 & E3	Program Champion	Vamsi Krishna J	pc@tiehyderabad.org	7799439281
E3	MRO	Ms. Pragyna Sri	mro@tiehyderabad.org	8977000397
E4	Executive Director	Phani Pattamatta	ed@tiehyderabad.org	9000283338

## **ARTICLE 8**

### **General Provisions**

7.1 Both Parties agree to maintain at all times, a one-point contact for undertaking and overseeing the initiatives listed out in this MoU. Any change in the contacts will be promptly notified to the other party.

All notice/s to be given under this MoU shall be delivered either by (1) Registered Post, or (2) by Courier Service, or (3) by electronic mail to the applicable Party at the contact details indicated below:

#### **Contact from TiE Hyderabad:**

Name : TiE Hyderabad  
Attention : Vamsi Krishna J  
Designation : Program Champion  
Address : #102, KADIRIS APURUPA URBAN, Laxmi Nagar, Kondapur, Hyderabad, Telangana 500084  
Email ID : [pc@tiehyderabad.org](mailto:pc@tiehyderabad.org)  
Contact Number : **7799439281**

*Vamsi P.*

*S. Mangal*

**Contact from CCETS:**

Name : Commissionerate of Collegiate Education  
Attention : Dr. C. Manjulatha  
Designation : Joint Director  
Address : 3rd Floor, Prof. Jayashankar Vidya Bhavan,  
Nampally, Hyderabad-500001  
Email ID : [comm-ce@telangana.gov.in](mailto:comm-ce@telangana.gov.in)  
Contact Number : 040-24745021

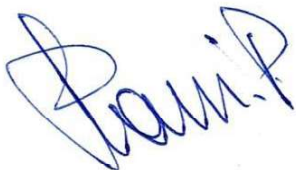
7.2 This MoU references good faith efforts by both CCETS and TIE Hyderabad and is an expression of the Parties current intent and recognizes the fact that the execution of some of the terms of the MoU could require the parties to enter into definitive agreements. It is understood that without such definitive agreements, the terms of the MoU are not legally binding and will not be relied upon by any party for any purpose and no party is or will be bound by the terms of this MoU, unless and until definitive agreements are signed.

7.3 Terms and Termination:

The terms and conditions agreed under this MoU shall commence on the date of signing and shall remain in effect until terminated.

This MoU may be terminated by either of the Parties by giving not less than 3 months' notice in writing to the other Party.

7.4 Amendments: Either party may request changes to this MoU. Any changes, modifications, revisions, or amendments to this MoU which are mutually agreed upon by and between the parties to this MoU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MoU.



- 7.5 Applicable Law: The construction, Interpretation and enforcement of this MoU shall be governed by the laws of India. The courts of Hyderabad shall have jurisdiction over any action arising out of this MoU and over the parties, and the Venue shall be Hyderabad, India.
- 7.6 This MoU supersedes all prior oral or written communications, discussions and representations communicated between the parties hereto in respect of the subject matter of this MoU.
- 7.7 Any notice under this MoU will be in writing and delivered by hand or by registered post acknowledgement due to the other party at the registered office or as may be substituted by the notice. Any notice sent by e-mail/ post will be effective on the date of receipt.
- 7.8 Severability: Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may renegotiate the terms affected by the Severance.
- 7.9 Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MoU shall not be construed so as to create such status. The rights, duties and obligations contained in this MoU shall operate only between the parties to this MoU, and shall inure solely to the benefit of the parties to this MoU. The provisions of this MoU are intended only to assist the parties in determining and performing their obligations under this MoU. The parties to this MoU intend and expressly agree that only parties signatory to this MoU shall have any legal or equitable right to seek to enforce this MoU to seek any





remedy arising out of a party's performance or failure to perform any term or condition of this MoU, or to bring an action for the breach of this MoU.

IN WITNESS WHEREOF, the parties hereto have executed this Understanding on the date, month and year, hereinabove written.

**For TiE Hyderabad Chapter**

**For Commissionerate of**

**Collegiate Education, Telangana**



Name : Phani Pattamatta

Name : Dr. C. Manjulatha

Designation : Executive Director

Designation : Joint Director

Date : 29/08/2019

Date 29.8.2019