

MEMORANDUM OF UNDERSTANDING

BETWEEN



सत्यमेव जयते

**THE GOVERNMENT OF MIZORAM
THROUGH - MIZORAM STATE ENTREPRENEURSHIP
DEVELOPMENT MONITORING COMMITTEE**

AND



IIM CALCUTTA
INNOVATION PARK

IIM, CALCUTTA INNOVATION PARK

REGARDING

**DEVELOPMENT OF ENTREPRENEURSHIP IN MIZORAM
STATE**

This Memorandum of Understanding (MOU) is made on the 22nd day of June 2017, at Aizawl, Mizoram, between the Mizoram State Entrepreneurship Development Monitoring Committee, Government of Mizoram, hereinafter referred to as MEDMOC, represented by its Secretary (which expression unless repugnant to or contrary to the context shall mean and include change in the official concerned, legal representatives, assigns, nominees, executors and administrators) of the FIRST PART,

AND

IIM Calcutta Innovation Park, a Not-For-Profit Company (as per Section 8 of the Companies Act, 2013) registered under the Companies Act 2013, having its registered office at IIM Calcutta, Diamond Harbour Road, Joka, Kolkata 700104, hereinafter referred to as the IIMCIP, represented by its CEO (which expression unless repugnant to or contrary to the context shall mean and include change in official concerned, legal representatives, assigns, nominees, executors and administrators) of the SECOND PART,

MEDMOC & IIMCIP are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS MEDMOC is the nodal body under the Government of Mizoram spearheading and monitoring all state government initiatives pertaining to the much-needed thrust area of Entrepreneurship Development in the state of Mizoram,

AND WHEREAS IIMCIP, a not-for-profit company established under the aegis of IIM Calcutta to promote Entrepreneurship and Innovation, is one of India's

leading TBIs (Technology & Business Incubators) supported by the Department of Science & Technology (DST), Government of India, with a special focus on developing entrepreneurship in Eastern & North-Eastern States of India, and also Social Entrepreneurship across India; and has already worked extensively over the last 3 years with state governments like West Bengal & Bihar, and reputed Corporate Organizations like the Tata Group, to foster Entrepreneurship and Innovation,

AND WHEREAS MEDMOC has invited IIMCIP to become its 'Knowledge Partner' in the Mizoram's Entrepreneurship Development efforts, by supporting various activities that would encourage, train, recognize and reward budding entrepreneurs of Mizoram, and undertake capacity building among relevant Government Officials, Trainers, Entrepreneurs and others so as to gradually help develop an entrepreneurial culture in the state of Mizoram.

AND WHEREAS this MOU envisage designing a series of programs and activities that would help in identifying and nurturing entrepreneurial talent in Mizoram.

AND WHEREAS MEDMOC has already given an initial & immediate mandate to IIMCIP as the 'Knowledge Partner' to conceive, design, plan and supervise the implementation of **Mizoram's first ever E-Summit & B-Plan Contest** (Entrepreneurship Summit & Business Plan Contest) to encourage entrepreneurship development among the people of Mizoram, within the year 2017 itself, and for which a detailed proposal, with timelines and costings, has already been shared, discussed, agreed and approved.

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NOW THIS MEMORANDUM OF UNDERSTANDING (MOU) WITNESSETH and it is hereby agreed by the parties as follows:-

ARTICLE – I

RESPONSIBILITIES AND OBLIGATIONS

1. As the Nodal Agency and the Official Government Body responsible for Entrepreneurship Development in the state of Mizoram, MEDMOC will have the final authority with regard to all key decisions, plan & budgets.
2. IIMCIP, as Knowledge Partner to MEDMOC and experts in the area of Entrepreneurship Development, will have the responsibility to make appropriate recommendations, and post approval of plans and budgets, assign suitable manpower resources, time & effort to fulfil MEDMOC's objectives in terms of entrepreneurship development in Mizoram.
3. MEDMOC is required to support IIMCIP's efforts through all appropriate governmental and local resources, especially since IIMCIP will have very limited capability in accessing knowledge, resources and on-ground implementation ability in the state of Mizoram.
4. All efforts and activities of IIMCIP will be on a best intent and effort basis; however, it is acknowledged that it may not be possible to guarantee certain outcomes (e.g. number of applications received for Business Plan Contest), especially since many activities will be planned and implemented for the first time in Mizoram.
5. MEDMOC & IIMCIP will continually & periodically explore all additional avenues for entrepreneurship development in Mizoram, including periodic

capacity building of Master Trainers, ongoing communication to foster entrepreneurship in Mizoram, conceptualization & design of Startup Policies, Schemes and Processes, etc.

6. Any activity beyond recommendation or proposal stage, where IIMCIP is involved in entrepreneurship development in Mizoram, will need to be planned, budgeted for and entirely funded by MEDMOC.

ARTICLE – II

NON DISCLOSURE AND CONFIDENTIALITY

1. Both parties agree to nondisclosure of each others' Confidential Information, as long as it is clearly understood or indicated as such.
2. The defaulting party shall indemnify and hold harmless the other Party and their representatives from and against any claims, damages, losses, liabilities or expenses.
3. It is agreed that for the purpose of this MOU Confidential Information shall not include information:-
 - a. already available in the public domain at the time of disclosure;
 - b. is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party;
 - c. is lawfully obtained by a Party from a third party under no obligation of confidentiality;
 - d. is or becomes available to the public other than as a result of any act or omission of Receiving Party or any of its employees;

- e. is lawfully in the possession of the Receiving Party prior to a disclosure and not subject to an existing agreement between the Parties.
4. Either Party may publish the scholastic output achieved under these presents in any academic journal subject to the written approval of the other Party. Provided however, each Party shall ensure that proprietary data or Confidential Information or background IPRs of the other Party and know-how relating to this project are not published without express written prior approval of the other Party.

ARTICLE III

INTELLECTUAL AND PROPRIETARY RIGHTS

1. Each Party shall retain all right, title, interest and ownership of its (i) content, materials, software, data, databases, documents, processes, programs, systems, instructions, designs, concepts, know-how, tools, frameworks, models and information and (ii) patents, trademarks, service marks, design rights, copyright, database rights, domain names, trade secrets and any other intellectual property rights ("**Intellectual Property Rights**"), created other than in the provision of the Services rendered herein ("**Pre-Existing Intellectual Property Rights**"). All Pre-existing Intellectual Property Rights of a Party must not be used by the other Party for any purpose without owning Party's prior written consent or as expressly permitted by this MOU. However, the intellectual property right arising on account of any activity undertaken in pursuance of this MOU shall vest with MEDMOC, Government of Mizoram.

2. Each Party represents and warrants that it is not infringing any intellectual property rights or other rights or privileges of any person or entity or party while performing its obligations in terms of this MOU. The defaulting Party agrees to indemnify and hold the other Party harmless from and against any and all claims, suits, actions, damages, settlements, losses, liabilities, costs, and expenses arising hereof.
3. The Parties agree that neither will use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this MOU or any product or service resulting from this MOU, without prior written approval of the other Party.
4. The provisions and obligations relating to Intellectual Property Rights under this MOU shall survive the expiry or early termination of this MOU.

ARTICLE IV

GOVERNING LAW AND DISPUTE RESOLUTION

1. This MOU shall be construed and interpreted in accordance with and governed by the Indian laws and Parties agree to be subject to the jurisdiction of Courts at Aizawl, Mizoram, India.
2. Any controversy or difference and dispute arising between the parties herein touching this MOU or interpretation of any of its terms, covenants and obligation and breach of the terms and claim of loss and damage of the Parties against each other arising therefrom, unless mutually resolved by consultation by the Parties within a period of ninety (90) days of written notification of the dispute by a Party, shall be referred before a single

Arbitrator to be appointed by mutual consent of the parties for adjudication and passing of Award in accordance with the provision of the Indian Arbitration and Conciliation Act 1996, or any statutory modification / re-enactment thereof and rules made there under. The place of Arbitration shall be at Aizawl.

ARTICLE V

TERM AND TERMINATION

1. The effective date of commencement of this MOU is from the date of signing the MOU and will be in force initially for a period of 1 (one) year unless terminated by either or both parties, by giving three (3) months advance written notice.
2. No modifications or amendments to this MOU shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

In witness whereof the parties whereof have on the day, month and year above written have subscribed their hand and seal.

 22/6/17

Signed, sealed and delivered by the
Mizoram State Entrepreneurship
Development Monitoring
Committee, Government of
Mizoram, represented by Dr.
Lalrinchhana, Secretary, MEDMOC.

 22/6/17

Signed, sealed and delivered by
IIM Calcutta Innovation Park,
represented by Dr. Subhrangshu
Sanyal, CEO, IIMCIP.

Dr. LALRINCHHANA
Member Secretary
Mizoram State Entrepreneurship
Development Monitoring Comt. (M
Government of Mizoram