



தமிழ்நாடு தமில்நாடு TAMILNADU ரூ 100 ரூ 100  
CE 125857  
PUB INCUBATION CONFEDERATION  
PERIYAR UNIVERSITY  
SALEM - II.  
A. K. Srinivasan, Director  
PUBIC, Periyar University  
Periyar Palkalai Nagar, Salem - 636 011, Tamil Nadu, India  
Phone: 0426 2501247



**MEMORANDUM OF UNDERSTANDING**

(Between BIC@PU and Co-incubators/Established Entrepreneurs/Start-ups/Organisations/Associations)

This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this the 24<sup>th</sup> Day of July Two thousand and Twenty One by and

**BETWEEN**

**PERIYAR UNIVERSITY BUSINESS INCUBATION CONFEDERATION, Salem (PUBICS)** located in Periyar University, Periyar Palkalai Nagar, Salem – 636 011, Tamil Nadu, India represented herein by its BOARD OF DIRECTORS hereinafter 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.

*[Handwritten signatures and dates]*  
24/7/2021  
24/7/2021  
24/7/2021  
**First Party**

*[Handwritten signature]*  
**Second Party**

**AND**  
**PERIYAR UNIVERSITY BUSINESS INCUBATION CONFEDERATION, Salem**  
**(BIC@PU)**

B) Second Party is engaged \_\_\_ named:

**Holycross Business Incubation Centre (Preincubation) of Holycross  
College of Arts and Science**

- C) 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.
- D) The Parties intend to cooperate and focus their efforts on technology innovation/utilisation, 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 HERETO 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.
- 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.

*J. Balasubramanian*  
24/12/24  
24/12/24

**First Party**

*[Signature]*  
**Second Party**

**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 Utilisation:** First Party and Second Party shall utilise 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.
- 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 Workshops and 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 whatsoever nature required for offering the Programmes/Courses/Trainings on the terms specified herein.

*[Handwritten signatures and dates for First Party]*  
First Party

*[Handwritten signature]*  
Second Party

2.9 There are no financial commitments on the part of the PERIYAR UNIVERSITY BUSINESS INCUBATION CONFEDERATION, Salem the First Party, to take up any programme mentioned in the MOU by the Second Party. If there is any financial consideration, it will be dealt separately as per the rules and regulations of both the Parties.

**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, copyrights and designs) of the other Party.

**CLAUSE 4**  
**VALIDITY**

4.1 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 may be, will take effective steps for implementation of this MOU. 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.

4.2 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 5**  
**RELATIONSHIP BETWEEN THE PARTIES**

5.1 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, 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.

*[Handwritten signatures and dates for First Party]*  
First Party

*[Handwritten signature for Second Party]*  
Second 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.

5.2 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 Periyar University Business Incubation Confederation, Salem at their discretion. The Place of the Arbitration shall be at District Headquarters of the First Party. This undertaking is to be construed according to Indian Law with exclusive jurisdiction in the Courts of SALEM District.

AGREED:

<p>For &amp; on behalf of (BIC@PU)</p> <p><b>EDII-PERİYAR UNIVERSITY BUSINESS INCUBATION CONFEDERATION</b></p> <p>1. <i>[Signature]</i> 24/7/2021 Dr. T. Poongodi Vijayakumar</p> <p>2. <i>[Signature]</i> 24/7/21 Dr. J. Prekash &amp; M. R. P. M.</p> <p>3. <i>[Signature]</i> 24/7/21 Dr. M. DEEPA</p> <p>Signature</p> <p><b>BOARD OF DIRECTORS</b> EDII- Periyar University Business Incubation Confederation Date: Place of signing: Periyar University, Salem</p> <p>Witness:-</p> <p>1. <i>[Signature]</i> 24/7/2021</p> <p>2. <i>[Signature]</i> 24/7/2021</p>	<p>For &amp; on behalf of</p> <p><b>Holycross Business Incubation Centre (Preincubation)</b></p> <p><i>[Signature]</i> 24/07/2021</p> <p>Signature</p> <p>Name: <i>Dr. S. Sahaya Selvi</i> Designation: <i>Assistant professor</i> Organization: (Name) <i>Holy Cross College (Autonomous)</i> Date: <i>24.07.2021</i> Place of signing: Periyar University, Salem</p> <p>Witness:-</p> <p>1. <i>Dr. Leema Rose</i></p> <p>2. <i>Sr. Sebanti</i></p>
---	--