

**MEMORANDUM OF UNDERSTANDING ON ACADEMIC  
COOPERATION**

**BETWEEN**



**DEEN DAYAL UPADHYAYA GORAKHPUR UNIVERSITY  
GORAKHPUR**

**AND**



**ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA (EDII)  
AHMEDABAD, INDIA**

This Memorandum of Understanding (MoU) is executed on the 9<sup>th</sup> day of May 2022 at the Entrepreneurship Development Institute of India, Ahmedabad, Gujarat,

Between

*Entrepreneurship Development Institute of India*, (hereinafter referred to as “*EDII*”) having its office at Bhat, Gandhinagar- 382428 through Dr. Sunil Shukla, Director General (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, executors, administrators and assigns) of the FIRST PARTY.

and

*Deen Dayal Upadhyaya Gorakhpur University* (hereinafter referred to as “*DDUGU*”), a State Level University established under Uttar Pradesh State University Act, 1973 and having its campus at Gorakhpur, Uttar Pradesh, as the SECOND PARTY

Both “*DDUGU*” and “*EDII*” together and collectively, for the purposes of the MOU, be referred to as “Institutions” and individually as “Institutes.”

#### **I. ABOUT THE MEMORANDUM OF UNDERSTANDING**

- i. This Educational Cooperation MOU defines the principles, policy guidelines & procedures that “*EDII*” and “*DDUGU*” wish to develop on the basis of mutual interest. This cooperation includes entrepreneurship education, start-up, and incubation support, exchange of students, faculty development, promotion of entrepreneurship (grassroots, indigenous, family business) in nearby university areas, conduction of workshops and exhibitions, and exchange of information and academic publications.
- ii. This MOU shall be reviewed after one year, and changes specifying the method of cooperation and modalities between the “*EDII*” and “*DDUGU*” will be incorporated with mutual consent.

#### **II. PURPOSE**

In recognition of both the premier Institutions in their respective fields of education, for the professional growth in the education field and entrepreneurship for the purposes of the exchange for students, staff, and faculty, the Institutions herewith establish, at the institutional level, the principles, policy, and procedures which shall be required to facilitate such exchange programs and mechanism between the institutions.

#### **III. OBJECTIVE**

The objective of this MOU is to encourage collaboration and exchange between the two Institutions at the national and international level to benefit from each other’s strengths and provide scope for wider learning to the students of both the Institutes to entrepreneurship and design promotion and further as follow:

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- i. Sharing of knowledge and resources between the Institutes in the academic interest of students and faculty members
- ii. Promote Entrepreneurship Education at "DDUGU" and in the Poorvanchal Region of Uttar-Pradesh
- iii. Conduct Academic Events, Start-up Related Events, Lectures, Workshops, and Exhibitions
- iv. Exchange of information, Joint Research, and Collaborative Academic Publications

#### IV.SCOPE

The MOU between "DDUGU" Uttar-Pradesh and "EDII" covers the implementation of Entrepreneurship Courses at "DDUGU," Faculty and Student Exchange program between EDII Ahmedabad and "DDUGU," Uttar-Pradesh as specified in terms of the MOU herein.

#### V. ACADEMIC COLLABORATION

The MOU between "DDUGU," Uttar-Pradesh, and "EDII" covers the areas of collaboration and sharing between both the Institutions, specified as follows:

- a) **Conduct of Entrepreneurship Courses at "DDUGU":** EDII will design the entrepreneurship courses curriculum and support "DDUGU" in the implementation of Entrepreneurship courses as Minor and/or Electives at both UG and PG levels.
- b) **Student Start-up and Incubation:** EDII will support "DDUGU" students in creating, launching, and sustaining start-ups. Also, EDII will support "DDUGU" in the implementation of Pre-Incubation, Incubation, and Post-Incubation activities at "DDUGU."
- c) **Faculty Sharing for Academic Programmes:** Both the Institutions may invite the faculty members as visiting /guest faculty to teach specific modules/subjects on the basis of mutual agreement and the availability of the faculty member. During this period, the invited faculty members will be paid the honorarium as per the prevailing norms of the host institute. Travelling & Living expenses of the faculties will be paid by the host institute in case the faculty has to travel from one centre to another centre.
- d) **Faculty Training:** Need-based customized training programme for "DDUGU" faculty members can be designed, organized, and conducted by EDII.
- e) **Resource Centre Sharing:** Facilities related to Resource Centre / Knowledge Management Centre available in each Institution will be shared without any fee charged by each other, but it would follow the inter-institutional library norms.
- f) **Joint Publication:** Faculty and scholars of both the Institutions may work jointly on publications. Faculty and students of each Institution can contribute towards the journals /edited books etc.
- g) **Sharing of Experts / Faculty:** Depending on the availability, suitability, and need in the future, EDII will share its network of experts and faculty members as and when possible. Expenses for such sharing will be worked out on mutually agreeable terms and on case to case basis. "DDUGU" will have to arrange logistics and honorarium for such experts.

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## VI. DURATION OF THE MOU

- i. This MOU becomes effective upon the signature of the designated officials of both institutions.
- ii. Its actual implementation will begin as soon as both institutions have identified the planned activities.
- iii. This MOU is valid for a period of three years from the date of signature.

## VII. DISPUTE RESOLUTION

In the event of a disagreement or disputes of any kind whatsoever between staff and/or officers of either of the parties, the same shall be amicably resolved at Ahmedabad/Gandhinagar jointly by the Director-General of EDII and Vice-Chancellor of "DDUGU" whose decision shall be binding on the parties.

## VIII. GOVERNING LAW

The governing law of the MOU shall be the Indian Law & the disputes shall be subject to the exclusive jurisdiction of the Courts in Gujarat/Gorakhpur.

## IX. FORCE MAJEURE

That force majeure clause shall be applicable: Neither party shall be liable to each other for any loss or damage occasioned by arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquakes, or other convulsions of nature and other acts.

## X. MISCELLANEOUS

- a. **Licenses and regulations:** In the performance of this MOU both parties agree that they shall comply and shall cause their personnel to comply with all local laws and regulations, which affect the undertakings to be executed by the parties under this MOU. Both parties shall have all relevant permits and licenses in place necessary for the proper execution of the MOU.
- b. **Intellectual property rights:** Both Parties undertake that they shall not infringe upon any copyright or other intellectual property rights of the other Party, which shall remain in exclusive possession of the respective Parties. Both parties shall obtain permission in writing for the usage of any logo, motif, emblem, or any other intellectual property right vested in the respective Parties to be used in connection with the implementation of the present MOU from the respective Party. Each Party is the sole owner of such intellectual property rights, and the other Party shall have no rights thereto if not expressly mentioned in this MOU. Neither Party may use the other party's intellectual property rights without the prior consent of that Party. Nothing contained in this MOU is intended to or shall be construed to grant to either Party any license or right regarding the other Party's Intellectual Property Rights.
- c. **Waiver:** No waiver by either Party of any breach of any condition, covenant, or term of this Agreement shall be effective unless it is in writing, and no failure or delay by either Party in insisting upon strict performance of any of the terms or conditions of this MOU or in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- d. **Assignment and subcontracting:** Neither Party hereto shall assign any of its rights or

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- obligations or sub-contract the same under this MOU to any third party without the prior written consent of the other party.
- e. **Entire MOU:** This MOU constitutes the complete expression of both Parties' MOU and understanding with respect to the subject matter herein and supersedes all other prior agreements, undertakings, obligations, promises, arrangements, communications, negotiations and understandings, whether oral or written, by the Parties with respect to the subject matter hereof.
  - f. **Modification:** This MOU may be amended or modified only by mutual consent and written agreement by both Parties. Any such amendment and modifications will be listed in an Annexure hereto.
  - g. **Notices:** Any notices required to be sent under this MOU by one Party to the other shall be in writing and forwarded to the other Party to their addresses.
  - h. If statements must be made in writing, they are deemed to have been made in writing when using electronic data communication or any other machine-readable form as long as the originator of the message is identifiable.
  - i. **Independent Contractors:** Both parties shall not, for any purpose, be deemed or represent themselves to be an agent or representative of the other Party. The relationship between the Parties shall only be that of independent contractors.
  - j. **Severability:** In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal, or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions of this MOU, and such invalid, illegal or unenforceable provision or portion thereof shall, to the maximum extent possible, be substituted by an enforceable provision(s) that preserve(s) the original intentions position of the parties.

**EDII:**

*[Handwritten signature]*

Director-General  
 Entrepreneurship Development Institute of India  
 Ahmedabad  
 Gujarat



Witness:

1. *Sahjanarajan Ahoge*
2. *Amir K. Dwivedi*  
(Amir K. Dwivedi)

**DDUGU:**

*[Handwritten signature]*

Vice-Chancellor  
 Deen Dayal Upadhyay Gorakhpur  
 University, Gorakhpur  
 Uttar Pradesh, Gorakhpur University  
 Gorakhpur (U.P.)-273009

Witness:

1. *Ajay Singh*  
(AJAY SINGH)
2. *Visheshwar Prasad*  
(VISHESHWAR PRASAD)