



Memorandum of Understanding

between

Institute of Management Sciences, University of Lucknow, Lucknow

and

Indian Industry Association, Lucknow

This MoU is made and entered into on this 17th February 2024 between Institute of Management Sciences, University of Lucknow, Lucknow 226031 and INDIAN INDUSTRY ASSOCIATION, District Chapter, Lucknow, Uttar Pradesh, and include its successors and permitted assignees) with its registered office at DIC Bhawan, Talkatora Industrial Area, Lucknow-226001, Uttar Pradesh.

OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is to start long term collaboration in various areas of Student Growth and organization development by exchanging intellectual resource and infrastructure of both the organizations. The identified areas for such collaboration are as follows:

- Mentorship of the incubatee of Centre for Entrepreneurship and family business Incubation centre of Institute of Management Sciences, University of Lucknow, Lucknow by members of INDIAN INDUSTRY ASSOCIATION.
- Association of Faculty members of Institute of Management Sciences, University of Lucknow, Lucknow with the member companies of INDIAN INDUSTRY ASSOCIATION as advisory members.
- Faculty members of Institute of Management Sciences, University of Lucknow, Lucknow



will train the staff of the member companies of INDIAN INDUSTRY ASSOCIATION. The requirement will be raised by the member companies and the charges will be decided on case to case basis. The areas of training may include (but not limited to) HR, sales, Marketing, communication etc.

- d) INDIAN INDUSTRY ASSOCIATION will facilitate industrial visits of the students of Institute of Management Sciences, University of Lucknow, Lucknow in the plants of their member organizations.
- e) Both the parties may collaborate for conferences and various events related to industry/business.
- f) INDIAN INDUSTRY ASSOCIATION in collaboration with Institute of Management Sciences, University of Lucknow, Lucknow will set up a centre for SME research. The details of the centre will be finalized after mutual discussion,

2. CONFIDENTIALITY

- a) During and for a period of collaboration from the date of disclosure, each party agrees to consider confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b) The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,



- is independently developed by the receiving party; or
- is required to be disclosed by law or court order.

NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 1 year after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 30 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any other Agreement, Confidentiality clause as referenced in clause 2 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.



COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

GENERAL PROVISIONS:

- a) 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.
- b) Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Uttar Pradesh. The courts of the State of Uttar Pradesh shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Lucknow, Uttar Pradesh.
- c) Entirety of Agreement. This MOU, consisting of (04) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- d) 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.
- e) 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



लखनऊ विश्वविद्यालय
University of Lucknow
(Accredited A++ by NAAC)



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.

Signatures: In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on this 17th February 2024 at Lucknow, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Vish Kachar

For the
University of Lucknow, Lucknow

Seal



Dated: February 17, 2024
Witness signature

AD

Vikas

For the
Indian Industries Association

Seal



Dated February 17, 2024
Witness signature

Admas