



No. GCET/Pr/24/96

Dated: 02/02/2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on this 2nd DAY of February, 2024 between **Jammu and Kashmir Startup Association**, the **First Party** represented herein by its **President** (herein after referred as 'First Party', a non-profit organization dedicated to fostering entrepreneurship and innovation in the Jammu & Kashmir region, with its principal office at [H4, Patoli Brahmana, Jammu, J&K], hereinafter referred to as "JKSA", a Section 8 Company registered under Ministry of Corporate Affairs, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

Principal, Government College of Engineering and Technology, Jammu, (herein after referred to as "Second Party", an Engineering college established in year 1994, under the Department of Higher Education Govt. of J&K. It is approved by AICTE (All India Council of Technical Education) New Delhi and affiliated to University of Jammu, Jammu. The College was established with the vision to provide valuable resources for industry and society through excellence in technical education and research. The college is recognized by University Grants Commission under Section 2(f) and 12(b) of the UGC Act, 1956. The Institute has well designed State of Art infrastructure with highly equipped labs in various departments. GCET Jammu has become the first institution of UT of J&K to have all its five UG programs viz (Electronics and Communication Engineering, Computer Science and Engineering, Mechanical Engineering, Civil Engineering and Electrical Engineering) accredited by National Board of Accreditation (NBA). The College offers PG Degree courses (M.Tech) in 03 Engineering Departments viz. (Electronics and Communication Engineering, Computer Science and Engineering and Mechanical Engineering)

(First Party and Second Party are herein after jointly referred to as 'Parties' and individually as 'Party'):



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WHEREAS:

- A) First Party is **Jammu and Kashmir Startup Association**, working in the field of entrepreneurship development.
- B) Second Party is **Government College of Engineering and Technology**, with a focus on boosting entrepreneurship and impart skill based education among youth.
- C) First Party & Second Party believe that collaboration and co-operation between them will promote 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 cooperation within the area of Entrepreneurship and Skill Based Training, Education and Research.
- 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 agree to the following:

CLAUSE 1: COOPERATION

- 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. 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.
- The co-operation between the parties will facilitate effective utilization of the intellectual capabilities of the human resource of both parties, providing significant inputs to each other and develop suitable teaching / training systems, keeping in mind the needs of the industry.



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- The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of 'Definitive Documents' shall be mutually decided by the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MoU

Both parties believe that close co-operation between the industry and academia would be of major benefit to the student community to enhance their skills and knowledge regarding entrepreneurship.

Knowledge Facilitation: The first party shall facilitate in the teaching/training methodology to make the student fit into the entrepreneurial ecosystem meaningfully including mentoring, access to networks, and incubation facilities.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the first Party will facilitate the Faculty and Students of the Second Party to visit group companies and also involve in Industrial Training Programs. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.

Research and Development: Both Parties agree to carry out the joint research-activities in the field of Entrepreneurship Development.

Guest Lectures: First Party will extend the necessary support to deliver guest lecturers to the students of the second Party on various entrepreneurial activities, technology trends and in-house requirements.

Supporting Startups: Both the parties agree to collaborate to provide support and resources to startups in the region,



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Entrepreneurship Education: The first party will support the entrepreneurship education programs and courses of the second party by providing industry insights and connections.

Organizing Entrepreneurship Events: Both the parties agree to jointly organize entrepreneurship-related events, workshops, seminars, and conferences.

Promoting Innovation: The parties agree to work together to promote innovative thinking and the development of innovative solutions in the region.

Incubation Facilities: Both the parties agree to collaborate on the development and operation of startup incubation facilities.

There is no financial commitment on part of **both** the Parties to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

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, copy rights and designs) of the other Party.

CLAUSE 4 : VALIDITY

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of termination, both parties have to discharge their obligations.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent entities, 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 in any way, to make any representations or create any obligation or liability, expressed



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or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved mutually between the parties. This is to be construed in accordance with Indian law with exclusive jurisdiction in the courts of Jammu.

AGREED:

For **Jammu and Kashmir Startup Association**

For **Government College of Engineering and Technology, Jammu**

Authorized Signatory

Principal
GCET, Chak Bhalwal
College of
Jammu
Technology,

Jammu and Kashmir Start up Association	Government Engineering and Technology, Jammu
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Web: http://www.jksaindia.com	Web: https://gcetjammu.org.in.

(Dr. Bhawna Sharme)
WITNESS-01

(SAWJEET GUPTA)
WITNESS-02

ARUSH MAHAJAN
WITNESS-03

WITNESS-04
SHIVANI GUPTA
R/o Jammu.