



## MEMORANDUM OF UNDERSTANDING

Between

**INDIA UZBEKISTAN ENTREPRENEURSHIP DEVELOPMENT CENTRE, (UNDER CHAMBER OF COMMERCE AND INDUSTRY OF UZBEKISTAN)**

And

**SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY), India**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and executed on this 16th day of June 2021.

between

India Uzbekistan Entrepreneurship Development Centre, (Under Chamber of Commerce and Industry of Uzbekistan), having its registered office at Amir Temur Street 4, 100047, Tashkent, Uzbekistan. (Hereinafter referred to as "IUEDC", which term shall include its successors in interest and permitted assigns).

OF THE FIRST PARTY

AND

SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY)

a University established under Section 3 of the UGC Act 1956 and having address at: Symbiosis Knowledge Village, Gram: Lavale, Taluka: Mulshi, District: Pune 411042 (India), for and on behalf of its Department the Symbiosis Centre for International Education (SCIE), having its campus at : Senapati Bapat Road, Pune 411 004

Through its Registrar,

(hereinafter referred to as "SCIE", which expression, unless excluded by or repugnant to the subject or context shall include its Authorities, office executors, administrators and assignees, etc)

OF THE SECOND PARTY

[It is clearly and distinctly understood and acknowledged that this MOU has been executed by SIU, on behalf of Symbiosis Centre for International Education (SCIE), one of its Departments. Therefore, all the rights and obligations provided in this MOU shall be exercised / performed by SCIE on behalf of SIU and hence SIU in this MOU hereafter be construed as SIU/SCIE].

"IUEDC" and "SIU/SCIE" shall collectively be referred to as "Parties" and individually as "Party".



## WHEREAS:

India Uzbekistan Entrepreneurship Development Center is a joint project of Ministry of External Affairs, Government of India and Government of Uzbekistan. The project coordination is done by Embassy of India, Tashkent and Chamber of Commerce and Industry Uzbekistan (CCIU). The Centre focuses on the creation of new entrepreneurs, capacity building of existing entrepreneurs and enhance trade between the two countries. Center also encourages Entrepreneurship at the school and university level in Uzbekistan. Centre also cooperate in sharing of knowledge and expertise with Uzbek Entrepreneurs thru Online Webinars, Training Programs and Trade delegations between the two countries.

A) IUEDC intends to organize training programme titled "Certificate Program/Diploma" (hereinafter referred to as "Program") for its employees.

B) SCIE is a Department of SIU and is engaged in providing leadership and support to internationalize the campus and the curricula. International students from over 85 countries pursue their undergraduate and postgraduate studies at Symbiosis and SCIE aims to provide the Students and faculty with opportunities to pursue their international academic interests to the fullest, be it through academic exchanges, or exposure to international conferences, seminars, workshops, and other resources

c) SIU/SCIE has an expertise in conducting Executive Development Programs and has expressed its willingness to conduct Certificate Program for senior employees of IUEDC through its Constituents.

D) IUEDC has accepted the offer of SIU/SCIE and both parties have mutually agreed for IUEDC to engage the services of SIU/SCIE, for training IUEDC employees, on the mutually agreed terms and conditions set out below in this MoU.

## NOW THEREFORE, THIS AGREEMENT BETWEEN THE PARTIES WITNESSETH AS FOLLOWS:

### 1. PURPOSE

This MoU expresses the intent of IUEDC to appoint SIU /SCIE to conduct programs for its employees and SIU/ SCIE accepts the said appointment to conduct the Certificate Program (hereinafter "Program") for IUEDC's employees based on the terms and conditions as below

### 2. SEPERATE AGREEMENTS

The Parties hereby understand and agree that separate agreements will be entered into for every specific project/collaboration/activity, in writing, based on mutual discussions and agreements between the Parties which shall enlist specific performance details for the operation and implementation along with mutually agreed terms and conditions for every such specific activity and collaboration between the Parties that may arise as under this MoU.

### 3. DETAILS OF THE PROGRAM :

The duration of the Program and all other such related details of the Program, including its conduct, batch size, coursework and material shall be as written in Annexures attached to this MoU.



#### 4. COMMERCIALS :

IUEDC shall pay SIU/ SCIE the amount as per the Program details and as agreed mutually by the parties in writing prior to the commencement of the Program. All payments will be billed to and collected from IUEDC. Any statutory taxes and levies shall be applicable above the rates agreed, as per the rates which may be mandated by any applicable local, state, Central government or any other statutory bodies from time to time. All related details of the commercials and the amount payable to SIU/SCIE by IUEDC shall be as enlisted under Annexures of this MoU.

#### 5. ADDITIONAL EXPENSES

All additional expenses that shall be incurred during the course of the program shall be borne by IUEDC in the manner described under Annexures of this MoU.

#### 6. CERTIFICATION:

SIU shall issue a "Certificate of participation" to the employees who participated in Program, on the last day of the successful completion of the Program. The details of the certificates shall be as per the terms mentioned in Annexures of this MoU.

#### 7. TERM AND TERMINATION :

- a. This MOU will come into force upon affixing of the signatures of the authorised representatives of the Parties and will remain in effect for five (05) years/ (for discussion). This MOU may be renewed upon its expiry, based upon mutual agreement of the Parties in writing by execution of another separate agreement or attaching an annexure to the MOU, as decided mutually by the authorised representatives of the Parties.
- b. If either Party wishes to terminate the MOU at the end of the five (05) years period it must notify the other Party in writing not less than six (06) months prior to the expiry of the MOU.

#### 8. AMENDMENTS :

This MOU or its renewal and the actions taken under it may be reviewed at any time. However, all changes/Modifications/amendments shall be made by mutual agreement between the Parties and any such amendment and/or extension to the MOU may be formalized by the exchange of letters between the two Parties or in the manner as mutually decided in writing by Parties.

#### 9. CONFIDENTIALITY :

- a. The Parties agree to keep confidential any information which is disclosed or obtained and which is not publicly available or already known and not to disclose such information to third parties, otherwise than in accordance with the consent of the other Party in written or as required by law or any relevant regulatory authority.
- b. The Parties agree to restrict access and disclosure of Confidential Information to such of their employees, faculty and personals, strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause.
- c. The parties agree that any of the party's technical or business or other information including information given for development of any case studies / development of any Program modules / contents, made available to each other shall be deemed as Confidential Information.







- d. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this MOU, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties.
- e. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this MOU.
- f. For the purpose of this clause Confidentiality Information shall mean

- (i) Intellectual property information;
- (ii) Technical or business information or material not covered in (i);
- (iii) Proprietary or internal information related to the program,
- (iv) Information disclosed pursuant to this Agreement and

g. All such other information which by its nature or the circumstances of its disclosure is confidential and all such information of whatever nature and exchanged between the Parties hereto and which by mutual agreement is to be treated as confidential.

h. The confidential information referred to in clause "f" shall be such information as is agreed to be treated and marked as "confidential" by mutual consent.

## 10. MISCELLANEOUS

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

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 MOU, or rights or obligations arising hereunder, either wholly or in part, to any third party.

Nothing in this MOU shall be construed to make a Party a partner, agent or legal representative of the other for any purpose. Nothing in this MOU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent.

No term or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching Party. No consent to, or waiver of, a breach by a Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

If any part of this MOU is found invalid or unenforceable, that part will be amended by mutual consent of both Parties in writing to achieve as nearly as possible the same economic and/or legal effect as the original provision and the remainder of this MOU will remain in full force IUEDC may at its option and upon mutual agreement with SIU, appoint SIU for any Executive Development Program that IUEDC may conduct for its employees in future on similar terms and conditions including payment mechanism, subject to acceptance of such appointment by SIU and the



execution of a separate specific written agreement mutually discussed, agreed and signed by the authorised representatives of both Parties. Aforesaid activity is not guaranteed and is subject to mutual discussions and agreements between the Parties,

#### 11. INTELLECTUAL PROPERTY :

- a. The arrangements pertaining to copyright and intellectual property rights shall be dealt with in the individual project specific written agreements on a case by case basis.
- b. All Parties agree to respect each other's rights to intellectual property. All proprietary information, copyrights, trademarks, trade names, logos and any other intellectual property of each Party shall remain the exclusive property of that Party only;
- c. Except as expressly provided herein or otherwise in writing by both Parties, this MOU does not grant or authorize either Party any ownership rights or interest in the other Party's trade name, trademarks or copyrights, or any intellectual property work.
- d. For the purposes of this MoU. Intellectual property shall include but shall not be limited to any patent, copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, Internet domain name or industrial design,

#### 12. CO-ORDINATORS :

The details of the co-ordinators shall be added in annexure of this MoU. Any change of coordinators of the Program shall be notified to the other Party promptly in writing.

#### 13. NO INDIRECT/CONSEQUENTIAL LOSS

A Party shall not be liable towards another Party in connection with this MOU for any direct, indirect, punitive and/or consequential damages whatsoever, such as, but not limited to, loss of profit, loss of production and/or similar. This liability clause shall survive the termination of this MOU

#### 14. FORCE MAJEURE:

- a. No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this MOU is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such party, including but not limited to, Government legislations, fires, floods, explosions, epidemics, accidents, acts of God, wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of Government and / or shortages of materials, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.
- b. The Party claiming an event of force majeure shall promptly notify the other party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder when such clause is removed.

#### 15. DISPUTE RESOLUTION :

- a. In the event of any difference or dispute between the Parties, the same shall be sought to be resolved between the representatives as mentioned in Annexure "A" of this MoU.(
- b. If however, the disputes / differences still persist, the same shall be referred to arbitration by a sole Arbitrator to be appointed mutually by the Parties. The arbitration shall be conducted in







accordance with Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be Pune. The award of the Arbitrator shall be final and binding.

**16. GOVERNING LAWS:**

This Agreement shall be governed by and construed in accordance with Laws of India. This Agreement is executed in counterparts, each of which shall be deemed to be original and retained by each of the Parties but together they shall constitute one and the same agreement. Signatories to this MOU are assumed to be having the authority to execute this MOU and bind their respective organizations

IN WITNESS Whereof the Parties have set their hand to this MOU the day and year first Witten above:

**PARTY OF THE FIRST PART**

On Behalf of India Uzbekistan  
Entrepreneurship Development Centre  
(Under Chamber of Commerce and Industry  
of Uzbekistan)



Dr Sanjeev Chaturvedi  
Advisor,  
India Uzbekistan Entrepreneurship  
Development Centre (Under Chamber of  
Commerce and Industry of Uzbekistan)

Date 16/06/2021

**PARTY OF THE SECOND PART**

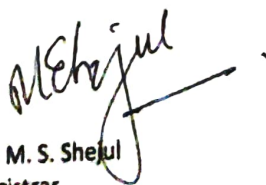
On Behalf of Symbiosis International (Deemed  
University)



Dr Vidya Yeravdekar  
Executive Director  
Symbiosis Centre for International Education

Date .....

For Symbiosis International (Deemed University)



Dr. M. S. Shejul  
Registrar

Date .....