



2889 तमिलनाडु TAMILNADU

2889

17 FEB 2021

CRESCENT INNOVATION & INCUBATION COUNCIL

Ch - 600048

CC 843502

S.SARASWATHI  
STAMP VENDOR

L.C.No: 9228 / 85 / 85 DT. 16.4.1986  
ADYAR, CHENNAI - 600 020.  
Cell : 9176650088

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is executed on this, the 27<sup>th</sup> Day of March 2021, BETWEEN:

**Crescent Innovation and Incubation Council (CIIC)** (a Section-8 not-for profit company registered under Indian Companies Act 2013 and recognized Bionest Bio-Incubator by BIRAC, Department of Biotechnology, Govt of India having its establishment at Seethakathi Estate, Vandalur, Chennai, Tamil Nadu 600048 (hereinafter referred to as "CIIC" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of "CIIC") represented by its Director and CEO, of the FIRST PART.

And.

**Bharatiya Yuva Shakti Trust (BYST)**, a Trust registered under the Trust Act with Registration No. 24642 and having its office at C/o, Confederation of Indian Industry, 23 Institutional Area, Lodi Road, New Delhi 110003 (hereinafter referred -to as "BYST" which expression shall mean and include its executors, representatives, administrators, partners and assigns) of the SECOND PART.



CIIC and BYST are collectively referred to as "Parties" and individually as "Party" in this MOU.

**WHEREAS Crescent Innovation & Incubation Council (CIIC)** has been established as a Section-8 not for profit company and acting as a "One Stop Shop – Technology Business Incubator (TBI)" for Start-ups. CIIC facilitates entrepreneurial & innovative ecosystem to all the stakeholders including the Students, Faculty, Industry, Investors, Government and society.

**AND WHEREAS BYST's** prime objective is to empower young dynamic entrepreneurs, who are disadvantaged and integrate them into the economic mainstream. BYST fosters the Entrepreneurial Dreams of Underprivileged Youth between the ages of 18-35 years ((Relaxation of upper age limit to 40 for SC/ ST/ Women/ PWD) in India, thereby, turning job seekers into job creators. BYST provides total assistance to disadvantaged youth who have no alternative means of funding or assistance by providing a package of complete assistance, starting from counselling, training, financial assistance through different financial institutions and other business-related services which help in the sustainability of their businesses. A unique feature of the BYST programme is that each entrepreneur is assigned a mentor, drawn from various fields, who gives voluntary personalized advice and support.

**AND WHEREAS** This MOU affirms that BYST and CIIC shall work together to promote entrepreneurship through mentoring in India wherever there is presence of BYST and CIIC based on the availability of resources and mutual interest later in respect of the following activities and in the manner specified hereunder;

**AND WHEREAS THE PARTY OF SECOND PART BYST will provide following services:**

- **Mentor Training:** BYST trains members to be a Mentor, through a 2-day internationally accredited Training Course (that includes practical exposure) and round-the-year Skilling & Networking opportunities.
- **Hand holding support to trained mentors:** The mentors will be provided a handholding support for one year which will cover 12 learning sessions, Reinforcement Session, Quarterly impact assessment. It will be mandatory for all mentors to attend at least 80% of all activities for getting accreditation.



- **Networking Platform:** This platform will help in increasing mentor engagement, which in turns will help BYST goal of creating a huge momentum in the mentoring space. It will be mandatory for all mentors to join the networking platform.
- **Mentor certification:** International accreditation provided to mentors after completing Mentor Training.
- **Entrepreneur Training:** Understanding the concepts related to entrepreneurship is an important part of an entrepreneur's journey. To impart this knowledge to the potential entrepreneurship, BYST with the help of subject matter experts and practitioners has developed a set of 7 modules which cover all aspects of entrepreneurship ranging from setting up of business to business continuity planning. These modules are covered during the EOL Program spanning over a period of two days.
- BYST will train Potential Entrepreneurs to enable to become eligible to receive financial access through the banks. .
- BYST will invite the members or representatives for the various networking meeting and forums

**AND WHEREAS THE PARTY OF FIRST PART CIIC shall Support with the following**

- CIIC will identify potential mentors and nominates for Mentor Training.
- CIIC will identify potential entrepreneurs and nominates for Entrepreneurs Training.
- CIIC will ensure all members are part of Mentor Network Platform.
- CIIC will provide the venue and audio-visual, stationery etc.



*M.P. S.*

**NOW IN CONSIDERATION OF THE ABOVE THIS MOU** witnesses as under:

1. Both the parties, shall cooperate with each other to promote and develop mentoring environment for the youth through Training of officials with the ultimate objective of promoting entrepreneurs for setting up of micro business.
2. Both the parties, will utilize major media houses and publication houses for wider publicity and outreach, Industries (CSR), Industrial Associations, Philanthropists and Bankers will be engaged to serve this purpose
3. Both the parties will work on fees structure of each training separately. Fees towards including admin cost, trainer cost, content and management support and other overhead charges etc.
4. The dates of engagement of BYST by CIIC for Training/other activities shall be decided with mutual consultation of both the parties.
5. Any other related issues can be directly taken up by either of the institutions according to convenience for devising suitable processes in order to promote / encourage more number of entrepreneurs and more numbers of mentors.
6. This Memorandum of Understanding is signed on date herein first written for **one year** after which it can be further extended with mutual consent.
7. Confidentiality: Both Parties agree that they will take best measures and efforts to protect the secrecy of and avoid the disclosure and the unauthorized use of other party's confidential information except as required under statute, laws, enactments, government directions. Without limiting the foregoing, both the parties shall take all those measures that they take to protect their own confidential information. Both the parties shall not make any copies of other party's confidential information without other party's prior written consent.



*M. P. Jay*

8. Trademarks: Both BYST and CIIC agree that the trademarks / trade names 'BYST' and 'CIIC' belong to the respective parties, namely BYST and CIIC. Further, both parties agree not to use each other's trademark or logo except in the context of the program being developed under this MOU and in pursuance of the liabilities and obligations under this MOU with express written consent from the other.
9. The relationship between the parties to this MOU shall be on Principal to Principal basis only. Neither of the parties is an agent of the other and this MOU shall not be considered to have created any partnership or joint venture between the parties to this MOU. The employees of either party shall not have a claim of any nature on the other party.
10. This MOU shall be governed by and construed under Indian law and the Courts in Chennai, India shall have exclusive jurisdiction.
11. TERMINATION: Either Party shall terminate this MOU by giving a notice of 30 days to the other party. In case of any breach of the terms is observed by any of the parties, it shall have the right to terminate this MOU by giving notice to the other party and such termination shall come into effect immediately on receipt of the Notice of Termination by the other party. Both parties shall have the right to terminate the MOU for convenience and shall also terminate the same if and when required by government or any regulatory or statutory authorities in this regard. All the accrued rights and liabilities of the parties under this MOU shall also survive notwithstanding the termination of this MOU by any of the parties.
12. This MOU shall not be varied, except in writing signed by duly authorized signatories of each of the Parties.
13. In case of any dispute or difference between the Parties, they shall endeavor to resolve such dispute or difference in an amicable manner through mutual discussions. If no settlement can be reached, the matter shall be referred to Arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the "Act"). The arbitration proceedings shall be conducted in English and the place of arbitration shall be at Chennai. The Arbitrator shall be appointed as mutually agreed between the parties.



M. P. Jayaraj

14. Force Majeure: Both the parties will not be liable for any failure of or delay in the performance of this MoU for the period that such failure or delay is caused in the event of Force Majeure.
15. If any provision in this MOU shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision (or part) shall to that extent be deemed not to form part of this MOU but the legality, validity and enforceability of the remainder of this MOU shall not be affected.
16. This MOU supersedes all prior understandings, or representations, written or oral.

**IN WITNESS** whereof the parties hereto have executed this MOU on the day, month and year, here in appearing below.

**For Crescent Innovation And Incubation**

**For Bharatiya Yuva Shakti Trust**



**Mr. Parvez Alam**  
**CEO & Director**

**Lakshmi V Venkatesan**  
**Founding & Managing Trustee**

**Dated:**

**Dated:**

**Witness (1)**

**Witness (1)**

**Name:**

**Name:**

**(Signature)**

**(Signature)**