

Memorandum of Understanding (MoU)

Between



**CM Yuva Mission
under
Department of MSME and Export Promotion
Government of Uttar Pradesh**

AND



**Khwaja Moinuddin Chishti Language University
Lucknow, Uttar Pradesh**

Memorandum of Understanding (MoU) for Entrepreneurship Development & Business Incubation Solutions within various MSME Development Schemes

This MOU (also referred to as agreement) is made & signed on _____ day of (2025) (being the Effective Date), by & between:

Mission Director CM-Yuva a mission under the **Department of Micro, Small, and Medium Enterprises (MSME) and Export Promotion**, Government of Uttar Pradesh with its registered office at *"Niryat Bhawan, First Floor, 8 Cantt Road, Qaiserbagh, Lucknow – 226001, Uttar Pradesh, India"*, hereinafter referred to as **"DMSME"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, **of the First Party**

and

Khwaja Moinuddin Chishti Language University (hereinafter referred to as **"KMCLU Lucknow"**), established as a State Government University under the Government of UP, is a premier university for education located in Lucknow, Uttar Pradesh, India. The university's registered office is situated at Sitapur-Hardoi Bypass Road, Near IIM Lucknow, 226013, Uttar Pradesh, India. Hereinafter referred to as, **"KMCLU Lucknow"** shall, unless the context otherwise requires, be deemed to include its successors and permitted assigns, **of the Second Party**.

DMSME and KMCLU Lucknow shall in this Agreement be individually referred to as **"Party"** and collectively be referred to as **"Parties"**.

Purpose of the Agreement:

In alignment with the objectives of the **Mukhyamantri Yuva Udyami Vikas Abhiyan (CM Yuva)**, this strategic collaboration between the **"Department of Micro, Small, and Medium Enterprises (MSME) and Export Promotion, Uttar Pradesh (DMSME)"**, and **"KMCLU Lucknow"** seeks to leverage the academic expertise, infrastructural resources, and institutional outreach of **KMCLU Lucknow** to enhance entrepreneurial awareness among students and extend comprehensive support in business ideation, incubation, and nurturing along with requisite entrepreneurship and skill development programs, facilitated and executed through the designated service provider, **Samadhan Samiti** (*herein after referred to as Service Provider*), as appointed by the DMSME, under the framework of the Business Ideation, Incubation, and Business Nurturing Project for all Entrepreneurial Beneficiary Schemes for MSMEs applicable within the State of Uttar Pradesh.

Therefore, this Agreement formalizes the commitment of both parties to create an enabling ecosystem for entrepreneurship, enhance the employability of youth, and contribute to the economic development of Uttar Pradesh through innovation-driven enterprise creation.

Now, Therefore, in consideration of the mutual promises and covenants herein contained, **DMSME and KMCLU Lucknow** agree as follows:



Sajid Azmi
Finance Officer
Khwaja Moinuddin Chisti
Language University
Lucknow

Responsibilities of First Party:

- The First Party shall provide detailed operational guidelines of the “Mukhyamantri Yuva Udyami Vikas Abhiyan” to the Second Party.
- The First Party shall provide financial assistance, subsidies, or loans to selected entrepreneurs for setting up their businesses permissible under and in accordance with provisions of “Mukhyamantri Yuva Udyami Vikas Abhiyan”.
- The First Party through its selected Service Provider shall facilitate access to a network of resource persons, trainers, and industry experts who will deliver specialized sessions, training, and mentorship to the participants, ensuring high-quality support throughout the program.
- The First Party through its selected Service Provider shall provide business ideation support to aspiring entrepreneurs of Second party through industrial documentaries, cost sheets, and prototype project reports, of more than 300 Manufacturing and Service business models, spanning over more than 20 sectors.
- The First Party through its selected Service Provider shall offer strategic mentorship, resource allocation, and operational guidance to support business development, helping aspiring entrepreneurs refine their ideas and turn them into viable business ventures.
- The First Party shall assist Second Party in navigating government policies, procedures, and compliance requirements essential for setting up and operationalizing business enterprises of its onboarded entrepreneurs, ensuring that all legal and regulatory processes are smoothly managed.
- The First Party shall create opportunities for entrepreneurs onboarded by the Second Party to showcase their projects at state-level events, exhibitions, and MSME conclaves, enabling them to gain visibility and network with key industry stakeholders.
- The First Party shall support entrepreneurs in establishing connections with relevant markets and industries, providing access to opportunities that will enhance the sustainability and growth of their ventures.
- The First Party shall regularly evaluate the progress and impact of the “Mukhyamantri Yuva Udyami Vikas Abhiyan”, using established assessment metrics to ensure the program's objectives are being met effectively.
- The First Party shall collaborate with stakeholders across various sectors to ensure the integration of industry requirements and market trends into the program’s offerings, making the training and mentoring process more aligned with the entrepreneurial ecosystem.

2. Responsibilities of Second Party:

- The Second Party shall design and execute awareness campaigns to promote the “Mukhyamantri Yuva Udyami Vikas Abhiyan”, targeting both students and local populus to ensure maximum participation.
- The Second Party shall organize awareness workshops, webinars, and events to engage students and young entrepreneurs, focusing on the program’s objectives and facilitating onboarding of its students and other aspiring entrepreneurs onto “Mukhyamantri Yuva Udyami Vikas Abhiyan”.



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- The Second Party shall ensure the availability of resources, including subject matter experts, promotional materials, and logistical arrangements, to facilitate successful engagement during events.
- The Second Party shall collaborate with the First Party to develop structured training modules on entrepreneurship, business management, and MSME policies, customized to address student entrepreneurs' needs and challenges.
- The Second Party shall promote and organize workshops and counselling sessions in its various colleges, designed to provide hands-on training in technical and financial aspects, business opportunity identification, and best practices in business management.
- The Second Party shall ensure sustained business growth through post-establishment mentorship, focusing on statutory compliance, market access, and financial management.
- The Second Party shall implement a transparent process to identify and select potential student entrepreneurs from affiliated institutions, coordinating with colleges to encourage applications and nominations.
- The Second Party shall provide access to its incubation centres, innovation hubs, and relevant infrastructures to the First Party for conducting activities detailed in this agreement, ensuring the facilities support program activities.

3. Financial Terms:

Financial terms, if any, shall be discussed and mutually agreed upon by the parties on a case-by-case basis. Such discussions and any terms proposed therein shall be deemed non-binding and shall not create any legal obligations unless expressly set forth in a separate through mail or duly executed written agreement.

4. Tenure & Termination:

This agreement shall remain in effect from effective date till next 3 years, with further possibility of extension at mutually agreed terms, or it's termination by either of the parties (whichever comes first) as elaborated in termination clause specified herein below,

- The Agreement is terminated by the mutual consent of the parties with a 30 days' notice.
- The agreement is superseded by another instrument.
- In the event of termination of the agreement all parties are obliged to keep all transaction and information confidential and not divulge to any third party.
- Both parties reserve right to immediately terminate this agreement, if any section of this agreement may it be fully or partially, violated by the other party to this agreement.

5. Other General Terms and Conditions:

- Confidentiality:** Both Parties agree not to disclose any information acquired from the other, whether during the Agreement's term or after its termination, except with prior written approval, ensuring that this obligation survives beyond termination. Additionally, in evaluating proprietary data or information shared under this Agreement, both Parties commit to maintaining strict confidentiality and prohibiting any sale, trade, publication, or unauthorized disclosure, including through photocopying, reproduction, or electronic media, without the prior written consent of the other Party.



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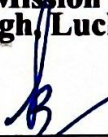
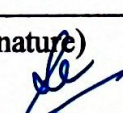
- b) **Intellectual Property:** Both parties will retain rights to their respective intellectual properties, including all documentation, modifications, improvements, upgrades, derivative words, and all other Intellectual Property Rights in connection with the, Content Developed, Service, including Company's name, logos and, trademarks, reproduced through the Service, in regards to the project detailed in this agreement.
- c) **Data Privacy & Security:** All personal data of customers obtained during course of this collaboration, shall be processed solely in connection with the implementation and follow-up of this agreement as per instructions of serving party. The customer may, on written request, gain access to his personal data and correct any information that is inaccurate or incomplete.
- d) **Indemnity:** Both parties agree to indemnify and hold other party (and its directors, officers, employees and agents) harmless against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred by any party (and its directors, officers, employees and agents) in connection with any claims of any kind made by a third party arising out of a breach of this Agreement's representations or warranties or any Parties Actions beyond scope of this agreement.
- e) **Non-Solicitation:** Parties agree to not solicit the Clients of the other party either directly, indirectly or on behalf of another firm (affiliated or not), during the term of this Agreement and 3 years after the termination of this Agreement.
- f) **Non-Disparagement:** Neither Party shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party or otherwise degrade the other Party's reputation in the business community.
- g) **Notices:** Any notices to be given hereunder by either Party to the other shall be communicated in any form of writing and shall be deemed to have been properly given if proved to have been dispatched by pre-paid post and properly addressed or transmitted by a bona fide courier service or by Electronic Mail (E-Mail).
- h) **Supersede:** This Agreement shall supersede all previous oral and written agreements and constitutes the entire agreement of the parties.
- i) **Severability:** If, for any reason, any provisions of this Agreement shall become invalid, illegal or unenforceable in any respect under the laws of any jurisdiction, neither the validity, legality or enforceability of the remaining provisions, shall in any way be affected or impaired thereby, and the remaining provisions of this Agreement shall be construed and enforced as if this Agreement does not contain such invalid, illegal or unenforceable provisions.
- j) **Relationship:** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or any similar legal associations.
- k) **Force Majeure:** If either party is prevented, restricted, delayed, or interfered with due to unforeseen circumstances including, natural disasters (fire, explosion, cyclones, floods, droughts, earthquakes, epidemics), war, revolution, acts of public enemies, blockades, embargoes, riots, civil commotion, government actions, laws, orders, restrictive trade practices, strikes, shutdowns, or labor disputes not instigated to evade contractual obligations, such party shall be excused from performance to the extent affected, provided it makes best efforts to remove the cause of non-performance and resumes


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performance with utmost dispatch once the impediment is removed. Each party must provide written notice to the other upon becoming aware of a Force Majeure event, detailing the circumstances. If such an event continues for more than 30 days, either party may terminate the contract by giving notice, with no liability arising from the termination due to Force Majeure.

- l) **Amendment:** This Agreement may be amended or modified only by a written instrument signed by the duly authorized representative of both parties.
- m) **Dispute & Governing Law:** Any disputes arising out of or in connection with this Agreement shall first be resolved amicably through mutual discussion within 30 (thirty) days of written notice from a party to this agreement to the other party. If unresolved, disputes may be referred to mediation by mutual consent, and failing that, to arbitration under the Arbitration and Conciliation Act, 1996. Arbitration shall be conducted by a sole arbitrator appointed mutually or as per the Act's rules, in Lucknow, Uttar Pradesh, India, in English. This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.
- n) **Entire Agreement:** This Agreement executed by the parties constitutes the entire agreement between Parties with respect to the subject matter hereof and supersedes any previous or contemporaneous communications. The terms and conditions of this Agreement may not be changed except by a written amendment signed by an authorized representative of each party.

IN WITNESS WHEREOF, each Party has agreed to execute this Agreement through a duly authorized officer as of the Effective Date.

For and on behalf of Mission Director, Mukhyamantri Yuva Udyami Vikas Abhiyan (CM-Yuva) Mission office, 8 Cantt Road, Qaiserbagh, Lucknow  <hr/> (Signature) Name: <u>(के० विजयेन्द्र पांडेयन)</u> मिशन निदेशक Designation: <u>सी.एम. युवा मिशन कार्यालय</u> लखनऊ	For and on behalf of Khwaja Moinuddin Chishti Language University, Lucknow  <hr/> (Signature) Name: <u>Sajid Azmi</u> Finance Officer Designation: <u>Khwaja Moinuddin Chisti</u> Language University Lucknow
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Witness:

Witness 1:  (सर्वेश्वर शुक्ला) संयुक्त आयुक्त इलाहाबाद / नौदल अधिकारी सी.एम. युवा मिशन कार्यालय लखनऊ	Witness 2:  Prof. S. H. Ali KMLLU
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