

**Memorandum of Understanding**  
**Operational Guidelines and Relationship Terms between**  
**Nativelead Foundation, Madurai**  
**and**  
**Jansons School of Business, Coimbatore**

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THIS AGREEMENT MADE AT COIMBATORE THIS DECEMBER'10, 2015, between **NATIVELEAD FOUNDATION**, a not-for-profit organization bearing registration number 95/BR4/12, registered under The Indian Trusts Act having its registered office at No.30, Barathi Cross Street, 6<sup>th</sup> Main Road, Gomathipuram, Madurai 625020, HEREINAFTER REFERRED to as "**FOUNDATION**" OF THE FIRST PART AND **JANSONS SCHOOL OF BUSINESS, COIMBATORE** HEREINAFTER REFERRED to as "**ACADEMY PARTNER**" OF THE SECOND PART.

WHEREAS the Foundation is engaged in offering a range of services to promote Innovation, Entrepreneurship and Intrapreneurship among the student community on its own and in association with other partner organizations, wishes to establish its program initiatives and workshops at the Academy to jointly work with the Academy to achieve the proposed objectives for a stipulated period of one year.

AND WHEREAS THE SECOND PART is willing to work with the Foundation and its associated partners to achieve the mutually agreed objectives presented in the written proposal given to the Academy.

The parties hereto agree as under:

**Registration of Academy**

1. Nativelead Foundation offers a range of services to promote Innovation, Entrepreneurship and Intrapreneurship among the student community on its own and in association with other partner organizations. The Foundation is interested to extend its Membership, establish its Start-up Nursery and conduct various learning programs, activities & events at the Academy to jointly work to achieve the proposed objectives.
2. The Academy Partner agrees to promote the service objectives of the Foundation's **Impact Engagement** Program in their Campus during the agreement period in accordance with the information given in the proposal and annexure documents.
3. The partnership will come into effect on the day of signing this MoU with the Foundation.
4. In case of the Academy opting for Partner status, an annual donation of INR **1, 25,000** (Rupees One Lakh and Twenty Five Thousand Only) has to be paid to the Foundation as towards managing its activities.
5. All the components of the said program is offered at a lower contribution by the institution with the support of matching grants by our sponsors and this MoU is



executed only after the approval of the Matching grant application by the Academy partner.

### **Setting up of Start-up Nursery Centre Facility**

1. A Start-up Nursery Centre will be set up inside the Partner Academy. All the procedures and guidelines of the Start-up Nursery are designed / defined to give the student & staff a real-time feel of an entrepreneur and perform activities inside the campus. This "Start-Up Nursery" will have a name with a prefix "Nativelead" followed by college's name.
2. The Start-up Nursery would function in a separate premise inside the campus. This room will be designed to inspire students to think out of the box.
3. Core Team (**Refer Annexure**) will be formed to govern the Start-up Nursery Centre. This board should have a mix of Management Members, Staff Members and Students.
4. The board members will be selected jointly by the College Authorities and Foundation. The Start-Up Nursery activities will be managed by this board with the support from Nativelead Foundation within the campus.

### **Other Terms of Understanding**

1. The Academy should provide all the facilities required to run the programs listed in Impact Engagement and activities in time and in good quality.
2. The Academy should provide adequate time for running the programs and activities to maximize the productivity. The time schedule sheet should be mutually signed.
3. A coordinator should be given with clear instructions by the Academy Management to co-ordinate and manage all the programs and activities of Nativelead and its partners.
4. The Start-up Nursery units or the Academy should not use the brand names, logos and any other trademarks of the Nativelead Foundation or its partner organizations under any circumstances without prior written permission from the Foundation.
5. The Academy is responsible for all payment claims raised by the Foundation towards any agreed services based on written work order requests by the Academy.



6. The display boards and communications related to the operations should be as per the instruction given by the Nativelead Foundation.
7. The Academy at any cost should not disseminate any communication involving the name of Nativelead or its partner organizations without the written consent from competent authorities of the Foundation.
8. Subject to the other events of termination of this agreement stipulated herein, either party may terminate this Agreement for any reason by providing 60 days written notice to the other party, in which case the termination date shall be sixty (60) days after the written notice. Notwithstanding the foregoing, Foundation may terminate this Agreement by providing thirty (30) days written notice to the other party in which case the termination date is 30 days from the day of the written notice, in the following circumstances: 1). in the event of a breach by the Academy Partner in any of the agreed terms and conditions; 2). if there is a material change in the ownership or management of the Academy Partner or Academy Partner's operations or assets.
9. In the event of a termination, the Academy Partner, 1). Shall compensate the Foundation all outstanding payments and any other expenses within 15 days of the date of termination; 2). Should inform the data of the students to whom the services to be completed and a mutual agreement should be arrived based on the prevailing factors like amount of fees collected, pending duration of the services etc, and the decision of the Foundation will be final and binding in this case. 3). Each party shall return to the other party any and all properties and materials belonging to the other party.

#### **Payments**

10. All the donations should be paid by the academy in favor of "**Nativelead Foundation**" payable at Madurai towards their contribution to cover various administrative costs and specific programs of the Foundation.

#### **Important Note**

11. Institutions are requested to note that this project is **not** just another initiative to address the employability skills issue but working on the complex **mission of creating Innovators & Entrepreneurs** to build a fundamentally strong knowledge economy for the region and nation. There is no structured and guaranteed program available to produce Innovators & Entrepreneurs and results are subject to the involvement and interest by participating students and staff members. It is possible to create good results only by collective and passionate efforts of all the stakeholders, based on co-creation principles. *Hence, the institution is considered as a partner in the process and not a client.*

### Validity

12. The understanding shall come into effect from the date of signing of the MoU and upon payment of the Registration fees. The agreement shall initially be valid up to 365 days or completion of all the activities mentioned in the proposal whichever is earlier from the start-date. However, upon the written request of the Academy Partner, 30 days prior to the expiry of this agreement, Foundation may in its sole discretion renew the Agreement on such terms and such conditions as Foundation may deem fit.

### Legal Jurisdiction

This Understanding Agreement is subject to the jurisdiction of Madurai, Tamilnadu.

IN WITNESS WHEREOF, the parties hereto have duly signed this agreement on 10<sup>th</sup> December, 2015 herein before mentioned.



**Rtn.MPHF.T.S.Natarajan**  
Chairman,  
Jansons School of Business,  
Coimbatore – 641 659.



**Mr. R. Sivarajah,**  
Founder and Director,  
Nativelead Foundation,  
Madurai – 625 020.



Witness 1:



Witness 2:

