

Memorandum of Understanding

Between



KONGUNADU ARTS AND SCIENCE COLLEGE
(Autonomous)
COIMBATORE

&



CARVE STARTUP LABS

CARVE STARTUP LABS

227/70/B, 3rd Floor, Sigma Arcade II,

Marthahalli, Bangalore,

Karnataka – 560037.



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CR 239042

7.1.2023

Dr. T. Kumar
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D. DIVYSHKUMAR
STAMP VENDOR
Chudiyalur, CBE-34, T.Nadu
I No. 7571/B1/93



Memorandum of Understanding

This agreement made on 09.01.2023 between **SCHOOL OF COMMERCE and MANAGEMENT, KONGUNADU ARTS AND SCIENCE COLLEGE, Coimbatore**, hereinafter called the **FIRST PARTY** (Hereinafter KASC).

and

CARVE START-UP LAB LLP (CSL), a Company incorporated under the provisions of the Companies Act, 2013, having its Registered Office at 227/70/B, 3rd Floor, Sigma Arcade II, Marthahalli, Bangalore, Karnataka - 560037, (hereinafter referred to as "CSL" which, expression unless it is repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, representatives and permitted assigns) of the **ONE PART**:

[Signature]

[Signature]

FIRST PARTY, Kongunadu Arts & Science College, Coimbatore hereinafter referred to as KASC, Kongunadu Arts and Science College (KASC) was started in the year 1973 with a humble beginning in a green and clean environment; the college has grown magnificently in academic stature with autonomous status that includes 13 Research Departments, 14 PG Departments and 28 UG Departments. The University Grants Commission, New Delhi, conferred the Autonomous status to our college in the academic year 2004 - 05. Our College is a recipient of the most prestigious "COLLEGE OF EXCELLENCE" award. It was conferred on our college by the University Grants Commission, New Delhi and only colleges in Tamil Nadu have attained this honour.

SECOND PARTY, Carve Start-up Labs is an open platform with a mission to help the Start-ups by providing support, guidance, workshops for their Start-up venture. It is an extensive network of mentors, accelerators, incubators, Government cells, opportunity providers which provides professional mentorship to the start-up industry by organizing various programs that will benefit the start-up founders in numerous ways.

Objectives / Purpose of the MoU

- To organize entrepreneurship-oriented workshops and conferences.
- To conduct Start-up Bootcamps – 2 Weeks / 4 weeks / 3 months / 6 months etc
- To make interaction with Industry Experts to gain more industrial knowledge.
- To start Carve Start-up School.

KASC Roles and Responsibilities

- KASC will create a schedule in consultation with CSL to execute the planned programs mentioned above.
- KASC will provide food, travel, local logistical and lodging support for CSL representatives to execute the planned programs.
- KASC will support CSL with local connects of Mentors, Industry Advisors, Coaches as and when required.

CSL Roles and Responsibilities

CSL agrees to perform the following activities to boost the Start-up ecosystem within the State and country, on a regular basis as per schedule decided by Kongunadu Arts and Science College, Coimbatore

- Start-up Bootcamps
- Technology Driven Bootcamps
- Hackathons
- Workshops
- Acceleration Programs – 2 Weeks / 4 weeks / 3 months / 6 months
- Corporate Connect Workshops
- Mentor Clinic – start-up interaction with industry mentors
- Investor connects with eligible start-ups

- Investor Workshops
- Demo Days
- Carve Start-up School
- Global Market Access Programs
- CSL will work with KASC to build International Bridge Programs to give their portfolio start-ups exposure to overseas markets.
- CSL will also enable multiple partnerships with Corporate, Industry to deliver these programs, as and when required.

Termination

This MOU shall continue to be valid for 2 years unless terminated.

By either party providing 3 months written notice.

1. At any time either of Parties without providing written notice, upon the occurrence of any of the following events: The Parties have ceased for any reason to provide the services as contemplated under this MOU, In case of liquidation of either of the parties,
2. Being in breach of any terms and conditions of this MOU, where the Party has informed the other Party of such breach in writing and such Party has not been able to rectify/cure the breach within 15 days of receipt of such information.
3. Consequences of Termination: As mentioned otherwise, both the Parties will settle any outstanding payments which are incurred in accordance with the terms and conditions of this MOU within 10 working days from the date of termination and close the pending cases.

Confidentiality/Non-Circumvention

Parties agree not to disclose any confidential information of the Client and their related parties or other Party and both the Parties agrees to undertake all reasonable precautions to prevent its unauthorized dissemination, and to refrain from sharing any or all of the information with any third party for any reason whatsoever both during and after the termination of this MOU.

Entire MOU

1. Each Party acknowledges and agrees with the other Party that this MOU together with any documents or Annexures referred to shall constitute the entire Agreement, and shall supersede all previous agreements or understanding (verbal or written) between the Parties relating to the same.
2. This MOU does not create or imply and shall not be interpreted to imply or create any partnership, or any relationship between the Parties hereof other than which is contemplated under this MOU. Each Party is an independent contractor acting independently, and neither is authorized to make any commitment or representation,

Thank you

[Signature]

express or implied, on the other's behalf unless authorized to do so by this MOU or by the other Party in writing.

3. This MOU irrevocably undertakes to abide to the following: (i) to expressly waive and relinquishes any cost, penalty or damages or expenses incurred prior and/ or during the validity of this MOU against either of the Party, and/ or (ii) to waive any right of recourse (or threatened prosecution) against parties at present or in the future for any monetary compensation to waive all other adverse possibilities and eventualities which could arise in the future, which is not contemplated at present against any of the Parties.

No Assignment

This MOU shall not be assigned or innovated or transferred by both the parties to any third party without prior written confirmation and exchange of communication between them.

Promotional Materials

1. The Parties agreed that all Promotional Materials provided by a party are the sole property for that party and shall not have any direct or indirect right or claim to any of the Promotional Materials.
2. Both the parties agreed and confirmed not to reprint or re-publish or distribute or otherwise make available to third parties the Promotional Material without the prior written and agreed communication between them.

Variation and Waiver

No modification, variation or amendment to this MOU shall be effective unless such modification, variation or amendment is in writing, and has been signed by or on behalf of both Parties.

Counter parts

This MOU may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

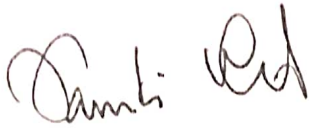
1. A Coordination Committee will consist of two nominees each from Kongunadu Arts and Science College and **Carve Startup Labs** to coordinate and monitor the mutually agreed areas of cooperation and all related operational matters within the framework of the regulations of Carve Startup Labs and the objectives outlined Kongunadu Arts and Science College

2. This will be a Non-financial MoU and the cost of the programs and other required things will be decided as per mutually agreed by both the parties as and when required.

3. The participation by each party under this agreement is based on the mutual understanding for the benefit of the budding entrepreneurs and industry capacity building.
4. This MoU will stand on trust of each party and any conflict will be resolved by discussion.
5. The rights and claims of the resources, materials and program design is strictly belongs to CSL and should not copy without CSL's concern.

EXECUTION

In witness whereof the parties hereto have affixed their signatures to this agreement on this day.



For and on behalf of
Kongunadu Arts and Science College



For and on behalf of
Carve Start-up Labs

Name : Dr. C.A. Vasuki
Designation : Secretary and Director
Address: Kongunadu Arts and Science
College, Coimbatore – 641029.

Name : Mr. Vishnu Nagaraj
Designation : CEO / Founder
Carve Start-up Labs
Address : 227/70/B, 3rd Floor,
Sigma Arcade II, Marthahalli,
Bangalore, Karnataka – 560037.

Date: 09.01.2023

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WITNESSES:

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09/01/2023

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09/01/2023

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09.01.23

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