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6/7/2023

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH  
Prof. N. Rajani, Registrar,  
Sri Padmavati Mahilavisvavidyalayam  
(WOMEN'S UNIVERSITY)  
TIRUPATI (AP) 517502

AV 126853  
J.C. LATHA BAI  
LICENCED STAMP VENDOR  
L.No.10-22-018,R.No.10-22-006/2023  
D.No.173/C, Nethaji Road, Tirupati.  
Cell: 99894 69738



MEMORANDUM OF UNDERSTANDING  
Between



Sri Padmavati Mahila Visvavidyalayam, (SPMVV)  
(Women's University), Tirupati, A.P., India

Accredited with "A+" Grade by NAAC

ISO 9001 : 2015 Certified

&

BIID Foundation, Bangladesh

Foster Collaboration

to

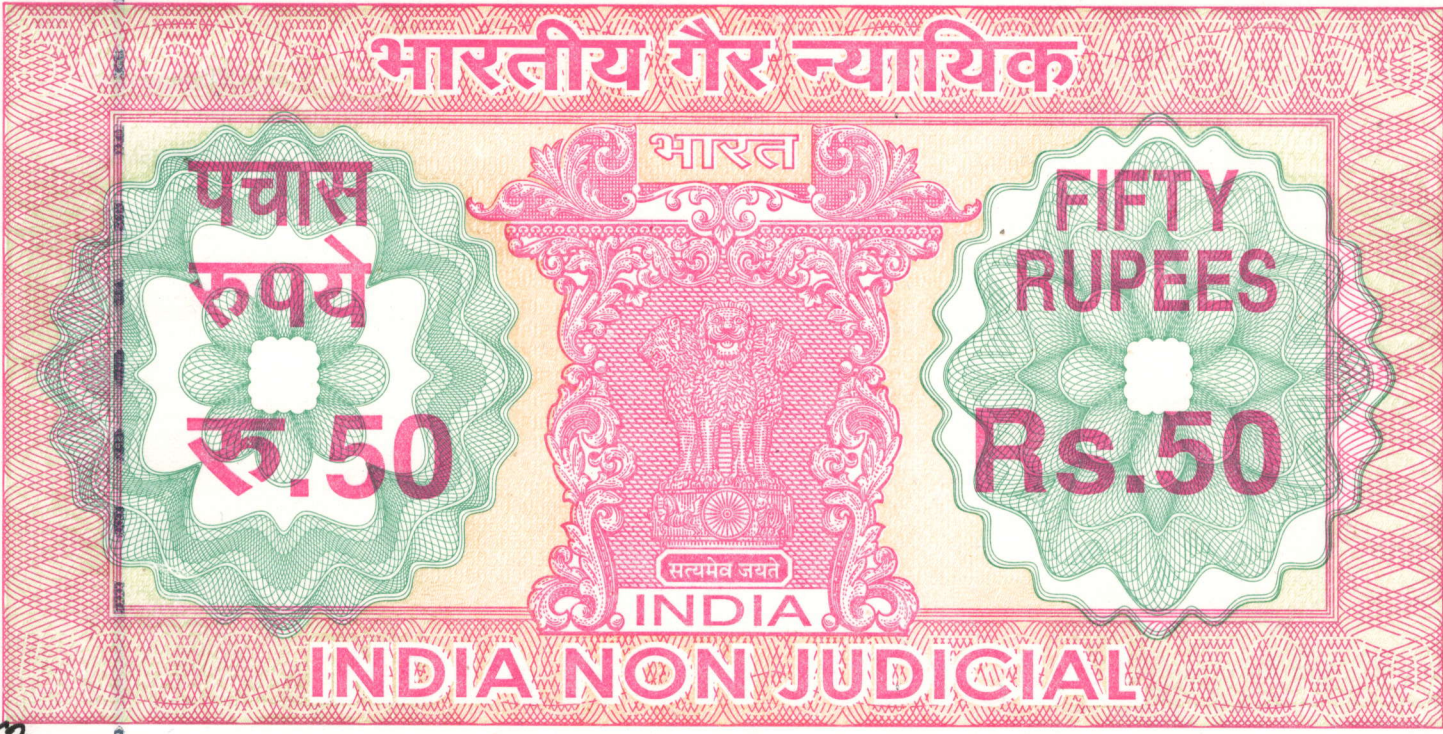
Promote Entrepreneurship, Innovation and Youth Leadership in Nutrition

Preamble

The Memorandum of understanding (MoU) is entered into on-----

BETWEEN

BIID Foundation, a not-for-profit organization registered under Societies Registration Act 1860 by the Registrar of Joint Stock Companies & Firms, Bangladesh, having its corporate office at House No. 174, Apt. B3, Level 2, Road No. 02, Mohakhali DOHS, Dhaka 1206



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(hereinafter referred to as "BIID" which expression shall where the context so admits mean and include its representatives, executors, administrators, successors-in-interest and assigns).

BIID is a distinct inclusive business initiative to support improvement and increase efficiency in agriculture, nutrition and entrepreneurship eco-system and promotion of Information and Communication Technology (ICT) based services. BIID has been fostering "youth engagement in nutrition" through Nutrition Club initiative Bangladesh and promoting ICT4D, extension, nutrition, agro-entrepreneurship and gender issues in Bangladesh. It may be mentioned that BIID introduced Nutrition Club initiative in 2015 and hosted Nutrition Olympiad since 2017 [International Nutrition Olympiad (INO) since 2021] in partnership with government, development partners, private sectors and academia. BIID Foundation will be represented by the Chief Executive Officer (CEO) hereinafter referred as **First Party**.

**AND**

**Sri Padmavati Mahila Visvavidyalayam (Women's' University)** (hereinafter referred to as "SPMVV"), Tirupati represented by its Vice-Chancellor is a government state-level University recognized by University Grants Commission (UGC) under the UGC Act of 1956 and accredited by NAAC with A+ Grade, located in the city of Tirupati in Chittoor district of Andhra Pradesh, India.

The mission statement of the University is “Emancipation of Women through Acquisition of knowledge” and empowerment of women through skill up-gradation, involvement and participation in various occupations of the society for establishing a progressive society.

Drawing on the great cultural traditions of India, and keeping in tune with the changing times, the University today has carved a name as an esteemed educational institution at the global level. By adopting NEP – 2020, promoting skill-based courses, outcome-based education and analysis of stakeholders’ feedback, the curriculum of SPMVV has set a benchmark for other Universities in Andhra Pradesh.

SPMVV has 4 schools, School of Sciences; School of Social Sciences, Humanities and Management; School of Engineering and Technology and School of Nursing. 22 departments in the institution offer 35 PG programs, 13 UG programs, 02 Integrated programs and MPhil and Ph.D. programs. SPMVV has a well-defined research and innovation policy for the promotion of a vibrant research, innovation and entrepreneurial ecosystem.

SPMVV Campus Synergy is established to promote innovation and entrepreneurship by bringing federal government funded Centers like Technology Business Incubator (TBI), Women Biotech Incubation Facility (WBIF), Artificial Intelligence (CURIE-AI), Rural Women Technology Park (RWTP), Technopreneur Promotion Program Outreach Cluster Cum Innovation Centre (TOCIC), Women ICT Frontier Initiative (WiFi), Institutional Innovation Council (IIC) and Livelihood Business Incubation (LBI) under one umbrella. The University has a deep commitment to women in the community which is reflected in its various community engagement activities.

Inspired by the extensive possibilities offered by international co-operation, recognizing the need to develop and nurture new partnerships and to share human and material resources, with the aim to increase international understanding, promote the respect for the human rights declared in UN’s Declaration of Human Rights and to contribute to the pool of global knowledge. SPMVV will be represented by the Vice Chancellor hereinafter referred as **Second Party**.

### **Purpose**

The purpose of this MoU is to outline the scopes and responsibilities for BIID Foundation and Sri Padmavati Mahila Visva Vidyalaya to support organizing and promoting entrepreneurship among girls & women and improve adolescent nutrition towards addressing diverse social challenges. Under this MoU all parties will agree to work in collaboration to improve business skills, increase adoption of digital application for business management, build nutrition awareness, knowledge and skills primarily among the students and in achieving nutrition

security and food safety as women & youth are the key agents of change and key drivers to achieve the national and global goals like SDG.

Therefore, BIID and SPMVV recognized the need of establishing partnership to ensure better coordination among the stakeholders based on each other's comparative strengths and their common interests has led them to enter into this MoU which is the subject-matter of this document.

**SO IT IS HEREBY AGREED** by and between the Parties as follows:

### **1. Objective of the proposed partnership**

The objective of this MoU is to arrive at mutual understanding for implementing the activities mutually agreed from time to time. Proposed area of activities and features:

- a. Collaborate on building professional and digital skills of women entrepreneurs to become more competitive in the market;
- b. Facilitate youth leadership in nutrition to address malnutrition in the society through establishing Nutrition Clubs at educational institutions;
- c. Building institutional mechanism for research, innovation and knowledge networking on entrepreneurship and nutrition;
- d. Joint Research Projects
- e. Students Internships at BIID

Any activities planned related to above have to be agreed by BIID Foundation and SPMVV before it is executed.

The achievement of this primary objective will only be possible with the fullest cooperation and commitment from both parties. The undersigned parties recognize this and pledge to pursue these goals to their fullest ability.

### **2. Scope of the MOU**

This MOU outlines the basic terms and conditions for achieving the objectives stated above.

Major features of this MoU are:

1. This Memorandum of Understanding ("MOU") recognises the intention of the Parties to establish and build a relationship, co-operate in a broad range of areas of entrepreneurship & nutrition and to work together to gain a mutual benefit. The Parties may seek to encourage and develop collaborative activities in various ways, including but not limited to; the exchange of scholarly ideas/expertise and research; the support of specific discipline interaction; the development of programs, student exchanges.
2. Separate agreements will be required for any definitive collaborations as articulated by the standard process of the respective partners. The Parties understand that any financial considerations associated with any collaboration will be dealt with via a legally binding contract. In the course of discussions, the Parties may, before entering into a legally binding contract, wish to document the understanding reached on financials.
3. Both Parties recognise the value of this MoU in promoting its own programs and activities. However, any marketing material/activity which includes reference to the other party must be sent to that Party and be approved before use.
4. This MoU is for a period of 3 years in the first instance and will be reviewed and renewed thereafter upon the mutual consent of the parties. Each Party has the right to terminate the agreement subject to a period of 3 months' prior notice. This MoU may also be terminated at any time by mutual consent of both Parties with 90 days' prior notice. In the event of termination, the Parties shall honour any agreed commitments either via existing agreed arrangements or by suitable negotiated alternatives.
5. If one of the parties failed to fulfil its obligations or violates the terms of the agreement, the other party may have the right to terminate the agreement as a result of breach of agreement. Further in the event of termination both parties are no longer bound by the terms of the agreement.
6. This MoU signifies a statement of intention to collaborate but is not a legally binding document and has no legal effect. The Parties agree that neither Party will make and claim against the other for any loss or damage including but not limited to any consequential damages or lost profits, arising from any discussions, actions taken in reliance on this MoU or for termination of the negotiations without reaching a comprehensive agreement.

### **3. Specific roles and activities under the MoU**

The following activities will be pursued by both the parties but not limited to –

#### **Joint Roles**

- a. Design and develop programs on entrepreneurship and adolescent nutrition;
- b. Conduct research and documentation (like case study) on different project activities;
- c. Share experiences and expertise on specific activities designed mutually for implementation as and when required;
- d. Jointly pursue resource mobilization and implementation of specific activities, projects and conduct innovation labs.

### **4. GENERAL PROVISIONS**

#### **4.1 All the Parties hereby agree that**

- i. The Parties will keep confidential all information that is received from the other Parties or becomes known as a result of this MoU. Information may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, Judicial or regulatory authority. In that case, before transmitting information one Party will inform in writing to other Party about such requirement.
- ii. No Party will make any unauthorized use of intellectual property rights (IPR) of the other Parties or cause or permit anything which may damage or endanger the IPR of the Other Parties or any Party's title to such IPR or assist or allow others to do so.
- iii. Subject to any provision to the contrary, this MoU will endure to the benefit of and be binding upon the Parties and their successors of the university/office , trustees, permitted assigns or receivers.
- iv. No financial transactions will enforce or happen between the parties.
- v. The covenants, conditions and provisions of this MoU which are capable of having effect after the expiration or early termination of the MoU will remain in full force and effect following the expiration or early termination of the MoU.

#### **4.2 DURATION OF MOU**

This MoU will be effective from the signing date, which will be remained valid for three years. This MoU can further be extended subject to the concurrence and at the discretion of both the parties.

#### **4.3 TERMINATION OF MOU**

This MoU may be terminated by any of the PARTIES prior to its expiration provided that a prior written notice of 90 working days should be given to the other PARTY before such termination. Then upon the settlement of all the outstanding responsibilities which are due for completion within the 90 working days from the date of the receipt of the said notice this MoU can be terminated.

#### **4.4 AMENDMENTS**

At any time during the validity of this MoU, the PARTIES may mutually agree to modify or amend this MoU as the circumstances may demand. No amendment, renewal or modification to this MoU will be effective unless it is in writing and signed by the duly authorized representatives of both the PARTIES.

#### **4.5 GOVERNING LAW**

This MoU shall be construed, governed and enforced in accordance with the laws of the People's Republic of Bangladesh and Republic of India which are in force.

#### **4.6 INVALIDITY OF PARTICULAR PROVISION**

If any provision of this agreement is invalid by reason of any rule of law, administrative order or judicial decision, remaining provisions of this agreement will remain in force and effective.

#### **4.7. FINANCIAL ARRANGEMENT**

There will be no financial transactions between the parties. However, if financial resources are mobilized for any activities or project, it will be managed according to the agreed terms and conditions of both the parties. As per clause 2 of this agreement a separate legally binding agreement will be entered into pertinent to financial transactions.

#### **4.8 RELATIONSHIP OF THE PARTIES**

Nothing in this MoU will create any association, partnership or joint venture between the PARTIES hereto. It is being understood and agreed that the PARTIES are independent organizations and none will have any authority to bind any other in any way other than the provisions indicated in this MoU. But through this MoU both the parties will be strategic partners to each other.

#### **4.9 NON-WAIVER**

Failure or delay on the part of the PARTIES to exercise any right, power or remedy under this agreement will not operate as a waiver thereof. The rights and remedies provided herein are cumulative and are not exclusive of the rights, powers or remedies provided by the laws.

#### **4.10 CONFIDENTIALITY**

Each PARTY will treat this MoU and all non-public information, whether commercial, technical or of whatever nature, obtained from the other PARTY under this MoU as confidential, and will not use or disclose the same, or will not transfer to any third party, or will not copy, insert, delete, update the database or permit its use or disclosure, by any persons or entities, other than its employees and professional advisors who need to know such information to assist in performing their duties under this MoU, without the prior written consent of the other PARTY who discloses such information. Both parties do not claim ownership on each other intellectual properties or data. Each PARTY will use its best efforts and take all appropriate steps to ensure compliance with this clause on the part of their present and future officers and employees, during and after their term of employment. No PARTY will make any public announcement regarding this MoU or the transactions contemplated hereby without the prior written consent of the other PARTY, which will not be withheld unreasonably, if asked for.

#### **4.11 DISPUTE RESOLUTION**

Any dispute concerning the subject matter of this agreement is to be settled by full and frank discussion & negotiation between the parties.

#### **4.12 INTELLECTUAL PROPERTY RIGHTS**

That all Intellectual Property Rights (IPR) vested in each Party will remain the IPR of such Party and will within such Party's exclusive rights and will remain to be such Party's property. Each Party hereby undertakes, warrants and guarantees that it will not infringe the IPR of the other Parties and will not make any unauthorized use of any of the other Parties' IPR under this MoU.

#### **4.13 FORCE MAJEURE**

None of the parties will be under any liability for any loss or damage resulting from delay, failure to perform this agreement either in whole or in part where such delay or failure will be due to a cause beyond its responsible control, including but not limited to, wars, the threat of imminent wars, riots, other act of civil disobedience insurrection, act of god, restraints imposed by government or any other supernatural or due to industrial or trade dispute, fires, explosion, storms, floods, lightning, earthquakes and other natural calamities.

#### **4.14 MISCELLENOUS**



This Memorandum of Understanding is non-binding and not legally enforceable. It expresses the PARTIES' current intentions. All legally binding commitments require a written agreement signed by the committing Parties.

**4.15. IN WITNESSES WHEREOF** the PARTIES have hereinto caused this MoU to be executed in the respective names by their duly authorized representatives on the date herein before mentioned.

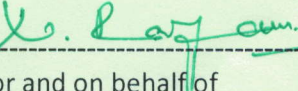
Both Parties, after reading and understanding the terms and conditions, are hereby signing the contract in front of the following witness.

### Signatures to the Agreement

**Prof. D. Bharathi**  
Vice Chancellor  
Sri Padmavati Mahila Visvavidyalayam  
(Women's University)

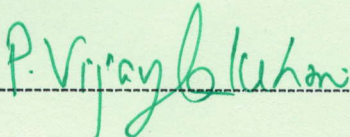
  
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For and on behalf of  
**Sri Padmavati Mahila Visvavidyalayam**  
**VICE-CHANCELLOR**  
**SRI PADMAVATI MAHILA VISVAVIDYALAYAM**  
**(WOMEN'S UNIVERSITY)**  
**TIRUPATI - 517 502**

**Prof. N. Rajani**  
Registrar  
Sri Padmavati Mahila Visvavidyalayam  
(Women's University)


  
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For and on behalf of  
Sri Padmavati Mahila Visvavidyalayam

### Witness

**Prof. P. Vijaya Lakshmi**  
Dean  
Centre for International Relations  
Sri Padmavati Mahila Visvavidyalayam  
(Women's University)

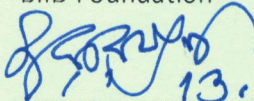
  
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**Md Shahid Uddin Akbar**  
Chief Executive Officer

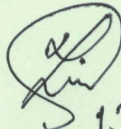
  
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For and on behalf of BIID Foundation

### Witness

**1. Fazle Rashid Khan**  
Coordinator  
BIID Foundation

  
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13.7.23

**2. Dr Jannatul Mim**  
Program Associate  
BIID Foundation

  
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13.07.23