AND

**By entering into this Memorandum of Understanding (MoU) which is non‐binding in nature and does not create any legal obligations between the Parties, except for the confidentiality provisions in this MoU,** the Partner Institute and WOF agree to work together to systematically develop the entrepreneurship capabilities of the Partner Institute leveraging WOF high impact methodologies,

 **and WOF** are hereinafter individually

**Name of the Party:** Management Study Program Trilogi University

referred to as a “Party” and collectively as the “Parties” as the context may require.

as required.

agreements with Management Study Program Trilogi University

**Details of the Party:** Management Study Program Trilogi University

This non-binding memorandum of understanding (“MOU”) is signed on August 23, 2016

 (Effective Date)

 Permitted assigns)

And

Wadhwani Operating Foundation

Expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted

, (which

hereinafter referred to as partner

**Name of the Party:** Management Study Program Trilogi University

by and between:

Between Management Study Program Trilogi University

Name of the Party





**Entrepreneurship Development – Institutional Association MOU**

**Wadhwani Operating Foundation**

The Wadhwani Operating Foundation (WOF), a California nonprofit public benefit corporation exempt from U.S. federal income tax under Section 501(c) (3) of the U.S. Internal Revenue Code and classified as a private operating foundation, with offices at 2475 Hanover Street, Palo Alto, CA 94304, hereinafter referred to as “WOF”, (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)

**About the Parties:**

WOF is a non-profit public benefit corporation and is engaged in accelerating job creation and economic development of India and other emerging economies through skilling and education. WOF or any third party that WOF may nominate, may implement specific projects by entering into separate definite

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50, California Street, Suite 3550, San Francisco, CA 94111, USA





models, content frameworks and best practices for entrepreneurship development and sustainable infrastructure and programs.

**Partner Institute and WOF** are hereinafter individually referred to as a “Party” and collectively as the “Parties” as the context may require.

**Terms of the Entrepreneurship Development – Institutional Association MOU:**

**1. Intent and goals:**

The common intent and goals of both Parties in this MOU is to develop strong programs, people capacity, institutional and organizational structures and policies within the Partner Institute for entrepreneurship development. This MoU is for three years. Please note that it takes 2-4 years of development for an Institute to reach steady stage to start to deliver entrepreneurial students, student entrepreneurs, and new entrepreneurs on graduation.

**2. Roles of the Parties:**

Both Parties are committing to sincerely fulfilling their roles and responsibilities to the fullest in order to accomplish the defined goals mutually outlined by them. Specifically responsibilities include:

**Wadhwani Operating Foundation shall provide the following:**

-

Overall guidance on the development of entrepreneurship education at the Partner institute.

-

Define goals and outcomes in a progressive manner for highest success.

-

Structure the Partner Institute’s development process outlining the different kinds of programs and infrastructure in keeping with the progressive development goals and expected outcomes.

-

Guide and create access to developing faculty and student organizers (training, practice and mentoring) as required so that they are able to successfully run and manage programs. Faculty would be enabled to run educational programs, facilitate experiential programs, and work effectively with student entrepreneurs and new start-ups.

-

Experiential content, curricula, tools and how to use it for different kinds of programs including courses, competitions, mentoring programs, campus companies etc.

-

Tools and methodologies for measuring progress and outcomes from programs

-

Guidance and support in integrating with the entrepreneur community more specifically in building entrepreneurial panels of mentors, and experts for the various kinds of programs.

-

Access to WOF’s other resources including online tools, online courses, and entrepreneur videos webinars for entrepreneurs, clinics for entrepreneurs etc.

-

Access to WOF’s Community platforms including - Student entrepreneur Awards; Entrepreneurship Education Awards; Faculty and Institute; International educators’ conference; web training; newsletters for faculty; entrepreneurs etc.

-

Selectively, scholarships, or financial waivers directly through WOF or its Partner Institute for Institutional development – may include fee waiver for Partner Institute’s faculty training; partial coverage of institutional fee for affiliation etc.

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**Partner Institute shall provide the following:**

-

Full commitment from the management to doing what is necessary to help develop the institution’s entrepreneurship capacity

-

Assign dedicated faculty team with the interest, motivation and ability to be an entrepreneur educator and facilitator. Enable their training and exposure progressively to facilitate high impact from their work.

-

Necessary permissions and resources for programs to be run on campus including strong incentives to the entrepreneurship faculty, and to the heads of the various departments for their students and faculty to excel in innovation and entrepreneurship.

-

Facilitate necessary policies to enable entrepreneurship to be integrated within the Partner Institute.

-

Create accountability for the team to show progress and results in entrepreneurship education development.

-

Branding ‐ The Partner Institute will acknowledge WOF, as a patron organization, in programmes/events run for Entrepreneurship Development. WOF will similarly appropriately showcase the Partner Institute’s levels of outcomes and development based on the current standards at the network.

**3. Financial implication of the Parties**

The Wadhwani Operating Foundation directly and through its local and global partnerships continuously strives to bring financial resources to emerging economies to cover the cost of development. During the 3 (three) years term of this association, WOF is committing to not charge any fee for association and for providing guidance to the Partnership Institute. There may be subsidized or full cost for specific training and other programs for faculty, entrepreneurs or other individuals which may apply on a case to case basis to participants and to be approved by the Partner Institute on case to case basis.

**4. Conditions for ongoing financial subsidy by WOF**

WOF as a not for profit organisation is very intent on maximizing impact. Hence, it diverts its own and partner resources raised locally and or globally, towards the academic institutions or organizations that are truly committed to development and impact. Any ongoing financial subsidy in kind from WOF would be subject to satisfactory development along the stated goals of development during the course of the year and adequate effort by institutional stakeholders including management, faculty team and other important players at the Partner Institute.

**5. Review Process**

Both parties should expect to review progress at least on a half yearly basis to ensure that things stay on track. Additionally, both parties expects that the final review of the year would be in the presence of the Head of the Partner Institute to ensure that the management is fully appraised on the development. The Partner Institute would be expected to track progress and data of students, student entrepreneurs, and entrepreneurs that they will work with during the course of this association.

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**6. Network building and cultural values**

The WOF is a highly democratic organization and strives to build effective networks in all the emerging economies that it works with. The Foundation shares all IP that it creates in an open and transparent manner with different partners. WOF places great value to inclusiveness and collaboration and expects and hopes that its partner organizations would similarly strive to create situations for sharing information, best practices, and as much as possible endeavour to open their own programs for participation by students and faculty from other programs.

**7. Intellectual Property Rights**

Each Party shall retain all Intellectual Property Rights in their respective Intellectual Property and nothing contained in this MoU, nor the use of the Intellectual Property on the publicity, advertising, promotional or other material in relation to the fulfilment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party’s Intellectual Property. Without prejudice to the generality of the foregoing but notwithstanding anything contrary contained herein, the Partner Institute shall own and retain ownership (as the case may be) of all Intellectual Property Rights in the Partner Institute IP, and WOF shall own and retain ownership (as the case may be) of all Intellectual Property Rights in the WOF IP.

**8. Representations and Warranties:**

8.1

Each Party hereby represents and warrants to the other that all the Intellectual Property made available or contributed by it hereunder does not violate the Intellectual Property Rights of any third party.

8.2

It is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this MOU; and

8.3

The execution, delivery and performance by such Party of this MOU has been authorised by all necessary and appropriate corporate or governmental action and will not, to the best of its knowledge, violate any applicable law or approval presently in effect and applicable to it

**9. Confidentiality:**

9.1

The Parties acknowledge that during the term of this MoU each Party may obtain confidential and/or proprietary information of the other Party including but not limited to financial or business information, contracts and employee details (collectively, “Proprietary Information”). Such Proprietary Information shall belong solely to the disclosing Party. Proprietary Information shall not include information that is or becomes publicly known

through no wrongful act of the receiving Party.

9.2

The receiving Party shall not disclose Proprietary Information to third parties without the prior written consent of the disclosing Party. The receiving Party agrees to undertake reasonable measures to ensure that the Proprietary Information is kept confidential and to disclose Proprietary Information to its employees, officers, directors or representatives on a need to know basis only.

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9.3

The receiving Party also agrees to report immediately to the disclosing Party any unauthorized disclosure of Proprietary Information of which it has knowledge.

**10.**

**Third party:**

10.1 Nothing in this MOU shall mean or shall be construed to mean that either Party is at any time precluded from having similar arrangements with any other person or third party.

10.2 The Parties shall wherever necessary enter into written agreements with/without third

parties to facilitate the implementation of specific initiatives. Such agreements will be independent and exclusive of this MOU.

10.3 Subject to’ WOF’s right to nominate third parties to implement specific projects through

definite agreements, this MOU cannot be assigned by any Party to any third party, without the prior written consent of the other Party.

10.4 Any potential conflict of interest arising from the conduct of activity under/ by this MOU should be declared as soon as it is known by the Parties.

11.

**Termination:** This MOU is for duration of 3 years from the date of this agreement. However, either Party may terminate or extend this MOU by providing six month notice in writing to the other Party.

**12.**

**Dispute Resolution:**

12.1 If a dispute arises concerning the interpretation or implementation of this Agreement the Parties agree to settle amicably by mutual consultation or negotiation.

12.2 The Parties to the Agreement shall observe and comply with all laws, rules, and regulations of each other’s country where this Agreement is performed.

**13.**

**Miscellaneous:**

**a)**

**Entire Agreement:** This MoU constitutes the entire understanding of the Parties with respect to the Project contemplated herein and supersedes any prior or contemporaneous oral or written understanding or communication between the Parties.

b)

**Amendment:** This MoU shall not be amended, changed, modified or discharged in whole or in part except by an instrument in writing signed by both the Parties hereto.

c)

**Relationship of Parties:** Nothing in this MoU shall be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. Neither Party shall be responsible for the acts nor shall omissions of the other Party, and neither Party shall have the power or authority to speak for or assume any obligation on behalf of the other Party.

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d) **Assignment:** Each Party may assign its rights and obligations under this MoU with the prior

written consent of the other Party. Notwithstanding the foregoing, WOF shall be entitled to assign any of its rights and obligations to any of its affiliates without the prior written

consent of the Partner Institute. It is clarified that:

i. The assignment or alienation of any part or whole of the Partner Institute IP or WOF IP

shall not be construed to be an assignment of rights or obligations under this MoU;

and

ii.

The delegation of any obligations under this MoU by WOF to any person or entity shall not be construed to be an assignment of rights or obligations under this MoU, so long as WOF remains at all times responsible for its obligations under this MoU.

**e)**

**Indemnity:** This MoU does not contemplate or provide for the exchange of any funds between the Parties. Therefore, save and except for fraud, no Party shall be liable to indemnify or pay damages to the other Party, its officers, directors, employees or agents from and against any liabilities, costs and expense incurred or suffered, or to be incurred or suffered by the other Party that arise out of or relate to, or result from any breach or termination by either Party of any of the provisions of this MoU.

f)

**Counterparts:** This MOU may be executed two (2) counterparts each of which when so executed and delivered shall be an original in English language, but all of which shall together constitute one and same instrument.

**g)**

**Notice:** Either Party may, from time to time, change its respective address or representative for receipt of notices or other communications provided for in this MoU by giving to the other Party not less than 10(ten) days prior written notice. Any notice or other formal communication provided for in this MoU shall be in writing in English and may be transmitted by electronic mail, to the Party to be served at its address set forth below:

**13. What this MOU does not cover**

WOF strives to support and grow the best programs and institutes beyond the confines of this MOU and hence would happily both co-brand, co-certify and market Partner programs. However, the WOF brand is upheld not only because of the Lead thinking in Entrepreneurship & best practices but also for the quality of Content, Program Management, Delivery Standards, Material, tools, etc. Hence any co-branding, co-certification and marketing association for a program would be subject to quality assessment on a case to case basis with individual partners and respective programs. This MoU does not automatically include co-branding or co- certification or marketing of programs run by Partner institutions. Any discussions on those would be on a case to case basis between the Partner Institute and the WOF

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Lecturer

Designation: Secretary of Management Study Program

Email: fannysuzuda.pohan@universitas-trilogi.ac.id

Phone: 081290588823

Name: Fanny Suzuda Pohan





**Name of Partner Institute’s key Leader & Co-leader (s) to manage the Entrepreneurship Development Affiliation and its deliverables:**

**Faculty Leader**

**Faculty Co-leader**

Skype handle:

***Please note you are required to notify WOF in writing upon making a change at*** *millian.ikhsan@wadhwani‐* [*foundation.or*](http://foundation.org)g.

**WOF Affiliation for your institute during the current year will be managed by the following member of the WOF team.**

Name: MILLIAN IKHSAN

Phone: + 62 – 21 - 7452602

Designation- ASSISTANT MANAGER

Email id millian.ikhsan@wadhwani-foundation.org

ENTREPRENEURSHIP CAPACITY DEVELOPMENT

Skype handle:

We have read the above information and are mutually agreeable for the academic partner to avail WOF Entrepreneurship Development Affiliation. We understand that this guidance and support will enhance the value of our experience and speed of development in entrepreneurship education.

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50, California Street, Suite 3550, San Francisco, CA 94111, USA

Signature

Head of Management Study Program Trilogi University

Date: August 23, 2016

Name BUDI SURYOWATI

Signature

(WOF)





Name (in block letters)

Professor

Dr. AJAY KELA

Title (in block letters)

Title (in block letters)

V

ce‐Chance

or

Executive D

rector

Date:

Signature (WOF Representative, Name)

Name & Address (in block letters)

MILLIAN IKHSAN

JI. MALEO XV, JE 5 NO 1,

BINTARO JAYA SEKTOR 9

TANGERANG SELATAN

INDONESIA

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