

Memorandum of Understanding BETWEEN Department of Information Technology & Communication, Government of Rajasthan AND Udaipur Times

This MoU is made at UDAIPUR on the 15th APRIL (hereinafter referred to as the "MoU").
2019

BETWEEN

The Governor of the State of Rajasthan, acting through Principal Secretary, Department of Information Technology & Communication, Government of Rajasthan having its office at IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan – 302005 (hereinafter referred to as "Govt. of Rajasthan" or "GoR" or "DoIT&C") which expression, unless repugnant to the context or meaning thereof, includes its successors and assigns, of the **First Part AND Udaipur Times (UT)** (hereinafter referred to as "Promoting Organization" which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and assigns) of the **Second Part**.

("DoIT&C" and "Promoting Organization" shall hereinafter be referred to as individually as a "Party" and collectively as "Parties").

1. PREAMBLE

WHEREAS, the Department of Information Technology & Communication ("DoIT&C"), Government of Rajasthan has been entrusted the task of nucleating and promoting business enterprises for the benefit of the society by providing facilities/resources to the entrepreneurs/entrepreneurial ventures.

WHEREAS, the "DoIT&C" shall support/guide/stimulate/promote Entrepreneurial and Management Development of Startups by providing an integrated platform and by policy formulation, planning, implementation and monitoring of Startup Promotions.

WHEREAS, the "Promoting Organization" is an online hyperlocal news website of Udaipur, covering news, events, reviews and everything local.

WHEREAS, the "Promoting Organization" is willing to be part of journey to promote Startup ecosystem in the state of Rajasthan by partnering with DoIT&C by leveraging its extensive experience and resources for the promotion of Startups;

2. SCOPE OF MoU

NOW THEREFORE, as duly communicated and agreed by and between the parties the conditions of this MoU are as follows:


मिस्त्रम एन.के.एस. (सि.प्र.स.वि.स.स.स.)
सूचना प्रौद्योगिकी और संचार विभाग
राजस्थान, जयपुर

1



Promoting Organization Responsibilities

2.1 Work jointly towards promoting startups by connecting to the successful entrepreneurs and business owners from across the city through their contacts to conduct workshops at iStart Nest Udaipur for the startups on various topics with regards to entrepreneurship

2.2 Educate startups by conducting seminars on the various digital marketing techniques, offered by "Promoting Organization" and the team to foster entrepreneurship

2.3 Include a column in their online portal covering the topics related to iStart Rajasthan Program and its various initiatives, incubated startups, success stories of various entrepreneurs registered with iStart from across the Rajasthan on a weekly basis.

2.4 Provide pre and post event updates on their online portal about all the events conducted by iStart Rajasthan at regional and state levels

2.5 Extending mentoring support in hosting at-least one joint Startup event / Startup Fest in Rajasthan as per mutual agreement.

2.6 Provide available resources / platforms / technology to build mentor network together especially for the startups and budding entrepreneurs across the state.

DoIT&C Responsibilities

2.5 Provide details of startups with their rating in Rajasthan, on basis of standards developed and implemented by DoIT&C.

2.6 Review and finalise any proposals of "Promoting Organization" pertaining to the promotion of startups in Rajasthan.

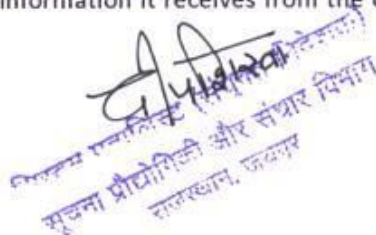
2.7 Provide all necessary support in terms of providing information on Startups present in the state, their progress and achievements, from time to time and partner for joint programs.

3. TENURE OF MoU

This MoU is valid, subject to fulfillment of the conditions as mentioned herein for a period of twelve (12) months from the date of its coming into effect or any other date ("Effective Date") as may be notified by DoIT&C. However this can be extended with mutual written agreement by both parties. Both parties agree to bear their own expenses relating to deliverables under this agreement.

4. CONFIDENTIALITY

4.1 For the purposes of this Agreement, the term "Confidential Information" shall mean all non-public written, electronic, oral, visual or intangible information disclosed to Promoting Organization by DoIT&C or as may be voluntarily learnt or observed by the Promoting Organization or its employees or representatives. Each Party will maintain the confidentiality of any information it receives from the other Party which is marked confidential or proprietary or


विश्वस्य प्रवर्तकिका (विश्वस्य प्रवर्तकिका)
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राजस्थान, जयपुर

2



which would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

4.2 It may be necessary for DoIT&C to disclose or exchange certain confidential and proprietary information with the Promoting Organization. The Promoting Organization undertakes on its behalf and on behalf of its employees/representatives/associates etc. involved in the Promoting Organization's company to maintain a strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Project/ Startup under this MoU for any purpose other than in accordance with this MoU and for the commercialization of the Project/ Startup.

4.3 The confidentiality does not apply to information:

- i. that is in the public domain through no fault of a Party,
- ii. is required to be disclosed by law,
- iii. is disclosed with the consent of the disclosing Party,
- iv. is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party or
- v. was previously in the receiving Party's possession, as shown by its pre-existing records, without violation of any responsibility of confidentiality

4.4 The Promoting Organization shall not use the confidential information of DoIT&C except with the prior consent of DoIT&C or where the disclosure is to employees, directors, agents, consultants or parent or subsidiary companies on a need to know basis for the purposes of this MoU.

4.5 Notwithstanding anything contained in this MoU, the Promoting Organization shall adhere to the provisions of the Information Technology Act, 2000 (Act), and/or such other applicable laws with respect to data security, breach of privacy and confidentiality.

4.6 The Promoting Organization agrees that the remedy at law for the breach of any provision of this Clause, if deem inadequate, the DoIT&C shall be entitled to seek injunctive relief, in addition to any other rights or remedies which they may have against such breach.

5. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment of their respective responsibilities under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of god, war, flood, earthquakes, strikes not confined to the premises of the party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such even the Party affected thereby shall give a notice in writing to the other within thirty (30) days of such occurrence or cessation. If the force majeure conditions continue beyond three (3) months, the Parties shall jointly decide about the future course of action.

4/4/2021
मिस्टर एनविस्ट सिंगुल मिनिमल
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6. TERMINATION OF ENGAGEMENT AND EXIT POLICY

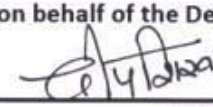

Both parties can terminate this agreement at any point by giving one (1) month advance notice in writing of their termination to the other party from the date of coming into effect of this agreement. Unless DOIT&C so decides, MoU with the Promoting Organization would be terminated on the expiry of the defined time of Twelve (12) months (or any extension granted in writing) since the Effective Date.

7. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- 7.1 This Agreement and the rights and responsibilities of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
- 7.2 The parties shall endeavor to resolve any dispute relating to the rights, duties, terms and conditions contained in this agreement amicably through conciliation by engaging in discussions and mutual negotiations in good faith.
- 7.3 However if the dispute remains unresolved through conciliation within a period of 30 (thirty) days after commencement of discussions, the same shall be decided by way of arbitration, the arbitration of such disputes would be handled by the Committee. The verdict of the Committee would be final and binding.
- 7.4 Courts at Jaipur, Rajasthan alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement.

In witness thereof the parties have caused their authorized representatives to sign this agreement on the date mentioned hereinabove.

Signed on this 15th day of APRIL (Month) 2019

For & on behalf of the Dept. of IT&C, GoR:	For & on behalf of the Promoting Organization
<p>Signature: </p> <p>Name: <i>(Handwritten)</i></p> <p>Designation: <i>(Handwritten)</i></p> <p>Postal Address: <i>(Handwritten)</i></p> <p>Seal: <i>(Handwritten)</i></p>	<p>Signature: </p> <p>Name: AKHIL KUSSAIAI DOMRA</p> <p>Designation: PROFESSOR</p> <p>Postal Address: 35 Khusaia, Colony, UDAIPUR</p> <p>Seal: </p>
<p>Witness (Name & Address)</p> <p>1.....</p> <p>2.....</p>	<p>Witness (Name & Address)</p> <p>1. MANJOURA ORAWALA 33/1 BASTIRAM, UDAIPUR</p> <p>2. <i>(Handwritten)</i> 17-2 Dugman Marg UDAIPUR</p>

