

Memorandum of Understanding

BETWEEN

Department of Information Technology & Communication,
Government of Rajasthan

AND

Indian Institute of Technology Jodhpur

भारत सरकार, राजस्थान
तकनीकी निदेशक एवं कार्यालयध्यक्ष
निदेशालय, सूचना प्रौद्योगिकी और संचार विभाग
राजस्थान सरकार, जयपुर

(Signature)



॥ त्वं ज्ञानमयं विज्ञानमयः ॥

This MoU is made at Jodhpur on the 4th day of December 2020 (hereinafter referred to as the "MoU".)

BETWEEN

Technical Director & Joint Secretary, on behalf of 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

Indian Institute of Technology Jodhpur, NH-62, Nagaur Road, Karwar, Jodhpur-342037 (hereinafter referred to as "Host Institute" 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 "Host Institute" 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, "Host Institute" is an academic institution with expertise in higher learning areas of technology, science and allied fields. Host Institute has also floated a section 8 company, IITJ-Technology Innovation and Start-up Company (IITJ-TISC), with Director of the "Host Institute" as the Chairman of its Board of Directors. "Host Institute" and IITJ-TISC are linked with an existing MoU for promoting and nurturing Incubation and Entrepreneurship by providing support and environment for conceiving and realizing entrepreneurship culture and developing knowledge-based entrepreneurship amongst Students, Faculty & Staff of the institution and other institutes as well as any other aspiring entrepreneurs in India and abroad for successful ventures.

35

WHEREAS, the "Host Institute" agrees 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. AREAS OF COLLABORATION

Both parties hereby agree to work collaboratively on following points for the effective and efficient engagement towards strengthening and streamlining innovation and entrepreneurship ecosystem development:

- 2.1 To bring all incubates/ Startups of Academic Institutions in the state of Rajasthan on a single platform called iStart so that maximum startups get benefited by the startup policy of Government of Rajasthan, registered participants of IITJ-TISC who are from the "Host Institute" will be automatically connected with iStart. To encourage and promote iStart program related to student innovation, incubation and startup in various public forums, alumni network, and other related associations wherever possible
- 2.2 To support each other by extending respective institutional expertise in terms of technology, knowledge and management aspects towards strengthening Rajasthan's innovation and entrepreneurship ecosystem
- 2.3 To enable access to mentors
- 2.4 To share the best practices and provide access to resources and knowledge repository on request within the institutional capacity for the better design of new programs and policies in the area of innovation and startup ecosystem of Rajasthan.
- 2.5 To design and implement various collaborative programs to provide mentoring and handholding support for building strong creativity and innovation framework.
- 2.6 To conduct joint outreach, awareness activities and roundtable discussions in the area of common interest to encourage student innovation and student startup programs/policies across the country.
- 2.7 Mutually work together to co-design new programs for policy and program intervention in line with supporting innovation and entrepreneurship in Rajasthan
- 2.8 To hold regular interaction/discussion meetings between both the parties to keep the momentum and explore new avenues for collaboration
- 2.9 To facilities recognition of student's innovation generated out of the programs run by the parties for strengthening the innovation and startup ecosystem in Rajasthan.
- 2.10 To provide information and assist in building network of angel investors, VCs, etc. in the State for fuelling Rajasthan Startup ecosystem with financial strength
- 2.11 To provide all necessary support in terms of sharing information on Startups, their progress and achievements, from time to time and partner for joint programs.

3. SCOPE OF MoU

NOW THEREFORE, as duly communicated and agreed by and between the parties, the signatories agree to start cooperating to promote creative innovative entrepreneurship within the following broad areas:

3.1 **Knowledge Exchange: Learning and Sharing Best practices on Innovation and Startup Ecosystem Development at Micro & Macro level would consist of following sub themes:**

- Open Innovation and Startup promotion models; State policies & programs
- Academic programs for Start-up & Innovation
- Coaching & Mentoring
- Incubation & Acceleration Industry
- Investor & Venture Capital Environment
- IP regulation, tools & technology transfer practices
- Human Resource development

3.2 **Innovation & Startup Exchange: State/National level business linkages for Startups through co-incubation and short acceleration programs and Access to Innovation labs for selected startups**

- Joint strategic counseling of fast-growing ventures
- Rating of Startups based on QRate program of iStart
- Provision of access to innovation labs for proven innovations and co-incubation opportunities for Startups
- Acceleration programs

3.3 **Exchange of Faculties/Mentors**

- Exchange of Mentors/Faculties for training/mentorship programs (Mentors registered with iStart as well as associated with Host Institute)

3.4 **Ecosystem Development of Innovation & Startup**

- Promote, Participate and Engage diversified stakeholders (including Students and Alumni)
- Organize state-level program, business seminars, workshops, exhibitions and conferences

3.5 **Identification of Further collaboration**

- Provide access and institutional linkage opportunity for incubates to interact and explore joint R&D collaboration
- Partnership with related organizations; new collaboration opportunities
- Exploration of new models of innovation and joint-piloting

4. TENURE OF MoU

This MoU shall remain valid for a period of thirty-six (36) 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.

5. CONFIDENTIALITY

- 5.1 For the purposes of this Agreement, the term "Confidential Information" shall mean all non-public written, electronic, oral, visual or intangible information disclosed to **Host Institute** by DoIT&C and vice versa or as may be voluntarily learnt or observed by the **parties** or their 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 which would, under the circumstances, appear to a reasonable person to be confidential or proprietary.
- 5.2 It may be necessary for DoIT&C and Host Institution to disclose or exchange certain confidential and proprietary information among themselves for the purposes visualized under this agreement. Both the parties undertake on their behalf inclusive of their employees/representatives/associates etc. to maintain 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.
- 5.3 The confidentiality does not apply to information:
- that is in the public domain through no fault of a Party,
 - is required to be disclosed by law,
 - is disclosed with the consent of the disclosing Party,
 - is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party or
 - was previously in the receiving Party's possession, as shown by its pre-existing records, without violation of any responsibility of confidentiality
- 5.4 Both parties shall not use the confidential information without prior consent.
- 5.5 Notwithstanding anything contained in this MoU, both parties 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.
- 5.6 Both parties agree that the remedy at law for the breach of any provision of this Clause, if deem inadequate, parties shall be entitled to seek injunctive relief, in addition to any other rights or remedies which they may have against such breach.

6. 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.

7. TERMINATION OF ENGAGEMENT

- 7.1 Each Party 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.
- 7.2 Except in the event of earlier termination by way of written agreement between Parties, this Agreement shall be valid from the Effective Date till the completion of (03) three years following the Effective Date.
- 7.3 Both the Parties may agree to extend the duration of this Agreement, for such further period, as may be mutually agreed, by way of written addendum to this Agreement.
- 7.4 In the event of termination/expiry of this agreement, the ongoing projects, joint endeavours taken up under the ambit of the present agreement shall notwithstanding be taken to a meaningful closure and concluded by the parties.

8. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- 8.1 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.
- 8.2 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.
- 8.3 if any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint to this contract and whose decision shall be final. The arbitration proceedings shall be conducted in Jaipur, Rajasthan. The language of arbitration shall be English.
- 8.4 Courts at Jaipur, Rajasthan alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement.

9. Notice

All notices and other communications in respect of this agreement shall be given in writing by registered mail, postage prepaid to the party entitled thereto at its address set forth below, or such other address as it shall hereinafter designate for this purpose:

For DoIT&C, GoR

Name: Sh. B. S. Nathawat

Designation: TD & JS, DoIT&C

eMail ID: bsnathawat@rajasthan.gov.in

Contact No.: 0141-2921183

For IITJ (Host Institute)

Name: Dr. Ram Prakash

Designation: Faculty In-charge, TISC

eMail ID: ramprakash@iitj.ac.in


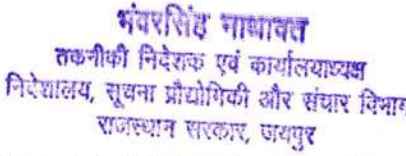







Contact No.: 0291-2801615

40

Any Party may change its address or representative for receipt of notices provided for in this agreement by giving to the other a prior written notice of at least 10 (ten) business days.

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

Signed on 4th day of December 2020

For & on behalf of the Dept. of IT&C, GoR	For & on behalf of the Indian Institute of Technology Jodhpur
<p>Signature: </p> <p>Name: Sh. B. S. Nathawat</p> <p>Designation: TD & JS, DoIT&C</p> <p>Postal Address: IT Bulding Yojana Bhawan Tilak Marg, C-Scheme Jaipur - 302005 Rajasthan</p> <p>Seal </p> <p>Witness (Name & Address)</p> <p>1.....  ज.प. दिखानि (ज.प. निदेशक) इन्फोर्मेटिक्स-कॉम-प्रोग्रामर और संचार विभाग, सूचना प्रौद्योगिकी और संचार विभाग, इन्फ्यूबेटर सेंटर, जोधपुर</p> <p>2.....  Pooan Kumar SA (Jt. Director)</p>	<p>Signature:  04/02/2020</p> <p>Name: Dr. Ram Prakash</p> <p>Designation: Faculty In-charge, TISC</p> <p>Postal Address: Indian Institute of Technology Jodhpur NH 62, Nagaur Road Karwad Jodhpur - 342037 Rajasthan</p> <p>Seal </p> <p>Witness (Name & Address)</p> <p>1.....  (AMITAM MITRA)</p> <p>2.....  AMARDEEP SHARMA  4/2/2020</p>