

Memorandum of Understanding BETWEEN Department of Information Technology & Communication, Government of Rajasthan AND Department of Technical Education

This MoU is made at [place] on the 14th day of Dec. [Month] 2020(hereinafter referred to as the "MoU".)

BETWEEN

The 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

Department of Technical Education - Rajasthan(hereinafter referred to as "DTE" 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 "DTE" 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, Department of Information Technology & Communication ("DoIT&C") has setup Bhamashah Techno Hub at Jaipur, and iStart Nest Incubators at Udaipur and Kota, wherein facilities for working space, mentorship and funding are being provided to Startups registered in Rajasthan. Further, such facilities are being created in other districts of the State in phased manner.

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WHEREAS, the "DTE" aims to enhance the competitiveness of State's technical manpower to global standards by imparting high quality & state of art Technical Education and Training to all sections of the society.

WHEREAS, the "DTE" is willing to be part of journey to promote Startup ecosystem within its Technical Universities 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:

2.1 Responsibilities

- DTE will hand over existing and mutually agreed the incubation space / other spaces rent free to DoIT&C, GoR with all its furniture and fixtures at Jodhpur, Bikaner, Bharatpur, and Ajmer. This MoU can be extended to other locations as per mutual agreement.
- DTE will allow and provide requisite approvals to DoIT&C to make necessary infrastructure upgrades and additions necessary modifications including civil works, interiors and exteriors in the incubators approved by DoIT&C. These identified incubator facilities will be known as "iStart Nest" incubators.
- DTE will bring all Incubatees/Startups of Academic Institutions belonging to DTE on iStart platform so that maximum Startups get benefitted by Rajasthan Startup Policy 2015 and its subsequent editions.
- DTE will encourage and promote Rajasthan Startup Policy and iStart programme related to students innovation, incubation and startup in various public forums, alumni network, and other related associations wherever possible.
- DoIT&C will provide financial support towards renovation, infrastructure upgradation (Reception, Conference room, VC setup, Furniture, branding, Air-conditioners, Wi-Fi – Internet Access, etc. as applicable) and required modification to the facilities. In addition DoIT&C, GoR will bear operational costs and expenses including water, electricity, housekeeping and maintenance, manpower etc.
- To support each other by extending respective institutional expertise and resources in terms of facilities, technology, knowledge and management aspects towards strengthening Rajasthan's innovation and entrepreneurship ecosystem.
- 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 programmes and policies in the area of innovation and startup ecosystem of Rajasthan.
- To design and implement various collaborative programmes with a view to create synergy by linking Incubatees/Startups of Academic Institution with iStart to provide mentoring and handholding support for building strong creativity and innovation framework.
- To conduct joint outreach, awareness activities and roundtable discussions in the area of common interest to encourage student innovation and student startup programmes/policies across the country.

- Mutually work together to co-design new programmes for policy and programme intervention in line with supporting innovation and entrepreneurship in Rajasthan.
- To hold regular interaction/discussion meetings between both the parties to keep the momentum and explore new avenues for collaboration.
- To facilitate recognition of student's innovation generated out of the programmes run by the parties for strengthening the innovation and startup ecosystem in Rajasthan.
- To provide all necessary support in terms of sharing information on Startups, their progress and achievements, from time to time and partner for joint programmes.

2.2 Exchange of Faculties / Mentors

- Exchange of Mentors/Faculties for training/mentorship programmes (Mentor's registered with iStart as well as associated with Host Institute)

2.3 Ecosystem Development of Innovation & Startup

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

3. TENURE OF MoU

This MoU is valid, subject to fulfillment of the conditions as mentioned herein for a period of sixty (60) 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 MoU.

4. CONFIDENTIALITY

4.1 For the purposes of this MoU, 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 of 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.

4.2 It may be necessary for DoIT&C to disclose or exchange certain confidential and proprietary information with the Promoting Organization. DTE takes on its behalf and on behalf of its employees/representatives/associates etc. involved in 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:

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- 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 DTE 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, DTE 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 DTE agrees that the remedy at law for the breach of any provision of this Clause, if deemed 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.

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 DTE would be terminated on the expiry of the defined time of sixty (60) months (or any extension granted in writing) from the Effective Date.

7. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION


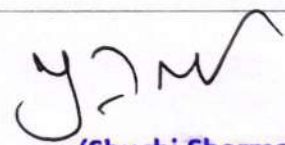
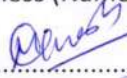

- 7.1 This Agreement and the rights and responsibilities of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.



- 7.2 The parties shall endeavour 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 Sole arbitrator. The verdict of the arbitrator would be final and binding on both the parties.
- 7.4 The 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 here in above.

Signed on this 14th day of December (Month) 2020

For & on behalf of the Dept. of IT&C, GoR:	For & on behalf of the Department of Technical Education
Signature  Name (Virendra Singh) Designation Commissioner & Spl. Secy. Postal Address Information Technology & Communication Seal Government of Rajasthan, JAIPUR	Signature  Name (Shuchi Sharma) Designation Secretary to the Govt. Postal Address Higher & Technical Education Deptt. Seal Government of Rajasthan, JAIPUR
Witness (Name & Address) 1.  2.  Tapan Kumar SA (Jt. Director)	Witness (Name & Address) 1. Dr. Manish Gupta, JSTE (II), T.E., Jp. 2. M.A. Pathan, officer (TE) Secy