



MEMORANDUM OF UNDERSTANDING

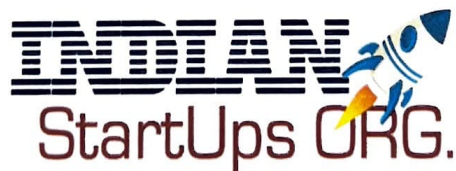
MoU

BETWEEN



VEER MADHO SINGH BHANDARI
UTTARAKHAND TECHNICAL UNIVERSITY,
DEHRADUN 248 007 INDIA

AND



INDIAN STARTUPS ORGANIZATION {ISO},
DEHRADUN 248 001 INDIA



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered on Thu 6th October 2022 by and between:

- (i) Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun, India (herein referred to as "UTU"),
- (ii) Indian StartUps Organization, Dehradun, India (herein referred to as "{iSO}")

UTU and {iSO} are each referred to individually as a "**Party**" and collectively as "**Parties**". Both Parties have reached the following broad areas of cooperation and collaboration intent.

ARTICLE 1 : PURPOSE AND BACKGROUND

Purpose

The partnership between Veer Madho Singh Bhandari Uttarakhand Technical University (UTU) and Indian StartUps Organization {iSO}, is to facilitate pre-incubation, incubation and acceleration programmes for StartUps and create an eCoSystem to nurture and reward Innovation using various methodologies created both within the Academic Institutions of UTU and beyond. This collaboration will also serve as a platform for cross learning, sharing knowledge, best practices on innovation that will be helpful in building a StartUp eCoSystem within UTU and affiliated Colleges. This understanding will also allow partners within the {iSO} eCoSystem to undertake collaborative research and human resource development that will strengthen this upcoming partnership.

About Veer Madho Singh Bhandari Uttarakhand Technical University

Veer Madho Singh Bhandari Uttarakhand Technical University (UTU), Dehradun was established on 27th January 2005 by Govt. of Uttarakhand through the Uttarakhand Technical University Act 415 of 2005. The University has been established in an area of 8.372 hectare and it is the only affiliating University of the State for Technical Institutions. There are 81 affiliated Private Institutions & 12 Government Institutions in the University, running 08 UG, 6 PG and Ph.D programs with approximately 20,000 students in various courses.

About Indian StartUps Organization

Indian StartUps Organization {iSO} established in 2020, is a training, research, evaluation and an international collaboration centre, that seeks to create and strengthen the upcoming StartUp eCoSystem in India through planning and qualitative improvement. Under its capacity building mandate, {iSO} is recognised by MSME, India. {iSO} is also developing a StartUp India policy monitoring and evaluation system to benchmark rewards and recognition of StartUps against those of its International peers to offer a level playing field for recognised StartUps.



The Signatories agree to **cooperate in** promoting creative innovation entrepreneurship within the following broad areas:

- 1. Knowledge Exchange: Learning and sharing best practices on Innovation and StartUp eCoSystem Development at Micro & Macro level. This will consist of following subparts;**
 - 1.1. Open Innovation and StartUp models: Local, Regional & National policies and programs.
 - 1.2. Academic Programs in StartUp & Innovation: Course Structure Innovation, Operations, Performance and Impact Management.
 - 1.3. Coaching and Mentoring: Methods, Institutional Process and Impact.
 - 1.4. Incubation and Acceleration Industry: Selection and Graduation Criteria, Incubation and StartUp Programs leading to Grants and Subsidies qualification.
 - 1.5. Investor and Venture Capital Environment: Business and Investment Opportunities.
 - 1.6. IP Regulation, Patents & Monetization: Tools and Technology Transfer Practices.
 - 1.7. Human Resource Development: Innovation, Entrepreneurial Capacity and Skill Development Strategies to enable emerging global workforce requirements.
- 2. Innovation and StartUp Exchange: International Market and Business linkage for StartUps through Co-incubation and Co-acceleration programs;**
 - 2.1. Joint strategic counselling of fast-growing International ventures.
 - 2.2. Access to innovation labs for {iSO} certified International StartUps with Co-incubation and joint funding opportunities.
 - 2.3. International Acceleration Program (key aspects):
 - 2.3.1. Know how to enter South East Asian / International Markets.
 - 2.3.2. Funding opportunities to support StartUps International showcasing / demo's.
 - 2.3.3. Access to South East Asian / International Investors.
 - 2.3.4. Access to South East Asian / International Mentors.
 - 2.3.5. Access to South East Asian / International researchers, faculty members and experts for feedback on technologies and business models.
 - 2.3.6. Opportunities for foreign StartUps to set-up an entity in India and receive support.
 - 2.3.7. Opportunities to set-up an entity in South East Asia / {iSO} Partnership Countries.
 - 2.3.8. Access to most relevant International StartUp eCoSystems for JV / Tech transfer.
- 3. Exchange between Faculties / Institutes and Working Visits:**
 - 3.1. Entrepreneurial University Model and Best Practices.
 - 3.2. StartUp Course remodelling and curriculum restructuring.
 - 3.3. On-site Study Tours and Joint Learning Programs.
 - 3.4. Executive Cross-Mentoring and Cross-Training Programs.



4. International eCoSystem Development for Innovation and StartUps:

- 4.1. Promote, Participate and Engage diversified stakeholders including Government.
- 4.2. Organise International Programs, Business Seminars, Workshops, Exhibitions, Networking Events, Conferences & Conclaves leading to Publications and Policy adoption endnotes.

5. Identification of Resources for further Collaboration:

- 5.1. Provide access and Institutional linkage opportunity to {ISO} Member Organizations both Indian and International to interact and explore joint R&I opportunities.
- 5.2. Partnership with International Organisations leading to new Collaboration Opportunities.
- 5.3. Exploration of New StartUp models for Innovation and Joint Pilot programs.

ARTICLE 2 : CONSULTATION AND EXCHANGE OF INFORMATION

6. The Parties shall keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
7. Consultation and exchange of information and documentation under this Article shall be without prejudice to arrangements, which maybe required to safeguard confidential and restricted character of certain information and documents. Such arrangements shall survive the termination of this MoU and of any agreements signed by the Parties within the scope of this collaboration.
8. The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MoU and to plan future activities.
9. The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices both national and international in which, the opinion of either Party, the other may have an interest. Invitation shall be subject to the procedures applicable to such meetings or conferences.

ARTICLE 3 : IMPLEMENTATION OF THE MOU

10. It is understood that all the activities will be carried out in accordance with the laws, regulations, rules and directives, as applicable to the jurisdiction of India.
11. Neither Party shall be an agent, representative or joint partner of the other Party.
12. Neither Party shall enter into any contract or commitment on behalf of the other Party.
13. Each Party shall be solely responsible for making all payments to and on behalf of its own account as provided under this MoU.
14. Each Party shall be responsible for its acts and omissions in connection with this MoU and its implementation.



ARTICLE 4 : SCOPE OF THE MOU

15. The Parties acknowledge and agree that the areas of collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the areas of collaboration, including additional areas of collaboration or eliminating some of the existing ones if found not useful to either Party as may be mutually agreed within the rights, responsibilities and obligations of each Party in relation to each of the areas of collaboration. The Parties may execute addendum or modifications to this MoU to incorporate such additional scope of collaboration or discussions in accordance with this Article.

ARTICLE 5 : VISIBILITY OF THE MOU

Confidentiality and Public Announcement:

15. "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing Party under the scope of this MoU, and comprises:
- 15.1. information in tangible form that:
- 15.1.1. bears a Confidentiality legend, or
 - 15.1.2. does not bear any Confidentiality legend, if the receiving Party knew, or reasonably should have known under the circumstances, that the Information was Confidential and had been communicated to it in confidence, and
 - 15.1.3. discussions about the information that may occur before, at the same time, or after disclosure of the information.
16. This MoU and all "Confidential" Information exchanged between the Parties pursuant to this MoU shall be held in confidence and not disclosed unless agreed upon by both parties explicitly in writing.
17. The Parties recognise that at the cooperative arrangements should be publicised and therefore agree to acknowledge the role and contribution of each Organization in all public information documentation relating to issuance of such cooperation in accordance with the current policies of each Organisation and subject to prior approval of each Party.
18. The Parties agree to allow either of the Party to use and display name, logo and style for business of mutual interest covered under this MoU.

ARTICLE 6 : COSTS AND MONETARY COMMITMENTS

19. There are **No Cost Commitments under this MoU to either Party** under any of the other Party's supportive activities whatsoever. Both Parties shall raise funds on their own accord independently to meet day-to-day operating expenses, taxes and future financial commitments unless expressly agreed in writing.

**ARTICLE 7 : LICENSE AND INTELLECTUAL PROPERTY RIGHTS**

20. No license is granted under this MoU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppels or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing.

Both Parties will take all necessary steps to protect the knowledge documents and Intellectual Property generated during the process or shared by the Parties.

Conflict of Interest:

21. Neither of the Parties believe that the collaboration contemplated by this MoU raises any actual or potential conflicts of interest. The Parties agree that this MoU and the negotiations of the same (and any other agreements entered into in connection herewith) are independent of any past, present or potential future arrangements, and are not connected to an existing business relationship between either of the Parties.

22. All commercial opportunities are considered separate and distinct from this MoU.

ARTICLE 8 : TERM, AMENDMENT, TERMINATION

23. The proposed cooperation under this MoU is non-exclusive and shall have an initial term of 36 (thirty six) months auto-renewable, commencing from the date of signing, unless this MoU is terminated by either Party upon 60 (sixty) days previous notice, in writing to the other Party.

24. This MoU maybe amended by mutual agreement of the Parties, and reflected in writing.

25. This MoU shall also terminate without liability to either Party if otherwise agreed to and by the Parties in writing with a notice period of 60 (sixty) days.

26. In event of termination of the MoU, the Parties shall take necessary steps to ensure that the activities carried out under the MoU are brought to a prompt and orderly conclusion.

ARTICLE 9 : DISPUTE SETTLEMENT

27. All Parties are desirous of resolving all differences / disputes between them relating to or arising out of this MoU, through the Chief Executives or their nominated representatives of the respective Parties for which the aggrieved Party shall give atleast 30 (thirty) days prior notice to the other Party to resolve all differences / disputes mutually.

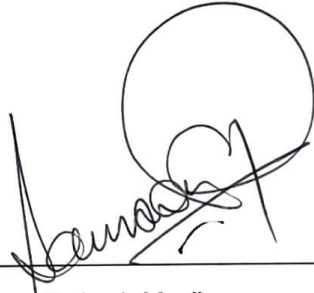
28. The Parties shall be referred to and finally resolved by arbitration administered by the mutually agreed jurisdiction of Uttarakhand State of India.

**ARTICLE 10 : NOTICES AND ADDRESSES**

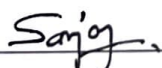
29. Any notice or request required or permitted to be given or made under this MoU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, Telex or cable to the Party to which it is required to be given or made at the address specified below or such other address as shall be thereafter notified:

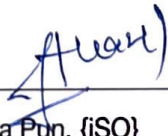
For Veer Madho Singh Bhandari Uttarakhand Technical University: Prof. (Dr.) Onkar Singh Vice Chancellor, UTU <i>14/10/2022</i>	For Indian StartUps Organization: Mr. Samson Prakash Masih CMD, {iSO}
Contact Information:	
Address: VMSB Uttarakhand Technical University Suddhowala, P.O. Chandanwari, Premnagar, Dehradun 248007 Telephone: +91-0135-2774068 Email: vc@uktech.ac.in	Address: Indian StartUps Organization 51-C, Rajpur Road, Dehradun 248001 Telephone: +91-0135-7962594 Email: startup.org.in@gmail.com


Mr. R. P. Gupta **Registrar**
Veer Madho Singh Bhandari
Uttarakhand Technical University
Dehradun, Uttarakhand
VMSB Uttarakhand Technical University


Samson Prakash Masih
Chairman & Managing Director
Indian StartUps Organization
For Indian StartUps Organization

Authorized Signatory


Dr. Sanjay Kumar
VMSB Uttarakhand Technical University


Ms. Sangeeta Pun, {iSO}
Indian StartUps Organization



ANNEXURE "A"

Advanced Program Offering - Phase 1 - The India-Thai Acceleration Program (iTAP)

Under this MoU, UTU's current and future professional development programs for StartUps will be eligible for delivery in India in addition to qualifying for Global Markets starting with South East Asia. {iSO} will mentor and nurture StartUps from UTU to qualify for global accelerator programs focussing on Bangkok, Singapore, Taiwan, Seoul, Osaka, Berlin, London, San Francisco and Chile in order of preference leading to Series "A" funding.

The Phase 1 of this Advanced Program offers interactions with world class Mentors, Subject Matter Specialists, Funding Partners, HNI Investors etc. through Demo Days and Pitching Contests.

Within the scope of this partnership, {iSO} will design and deliver following paid programs:

1. India-Thai Acceleration Program

1.1. Series of workshops and interactions that will provide information and hand-holding on:

1.1.1. How to enter South East Asian's high growth markets through ASEAN's largest manufacturing economy.

1.1.2. How to explore and win funding opportunities from South East Asia.

1.1.3. Access to South East Asian Investors.

1.1.4. Access to South East Asian Mentors.

1.1.5. Access to South East Asian Accelerators.

1.1.6. Feedback from Experts / SMS on most relevant tech stacks and business models.

1.1.7. First hand experience of StartUp eCoSystem(s) in South East Asia.

1.1.8. Opportunities to setup a foreign StartUp entity in Thailand / Singapore / USA / UK.

1.1.9. Understanding regulatory / compliances for StartUps in South East Asia, USA & UK.

1.1.10. Attracting Global Co-Founders.

1.2. Collaboration opportunities to create JV's / Value-adding Partnerships in SEA.

2. Timelines and Next Steps

2.1. {iSO} can start Cohorts within 6 (six) weeks after the initial selection procedure has been confirmed jointly with UTU designed for growth stage ventures.

2.2. {iSO} will select best rated StartUps and raise funding for Founders of these StartUps to benefit from the Phase 1 of this Advanced Program.

3. Cohorts - Size and Frequency

{iSO} will start the first Cohort of this Advanced Program with upto 30 best rated StartUps.



4. Cohort - Events Venue

- 4.1. {iSO} will select upto 30 Founders from the selected StartUps of this first Advanced Program Cohort for international exposure.
- 4.2. The above number of StartUps can be increased based on funding criteria for subsequent cohorts.
- 4.3. South East Asian Cohorts starting with "iTAP" for the Phase 1 of this partnership will be an annual event based either in Thailand or India.

5. Future Strategy

{iSO} will host a matching number of Pre-Seed / Seed Stage StartUps / Founders from its South East Asian Cohort Partners in India to be offered all incubation facilities under this MoU at no costs.

6. Costs

{iSO} will raise funds to support selected StartUps / Founders either fully sponsored or through subsidised amenities viz. accommodation, workshops, travel fare, expenses etc. Rest will be borne solely by the participating StartUps unless approved in writing.

7. Certification & Accreditations

Certificates and / or Accreditation's will be printed and hand-signed by the head of UTU, {iSO} and Foreign Participating Organization.

Terms of Acceptance

For this Annexure to be valid, both Parties must sign below to agree to the service, terms and costs as listed in this document.

For VMSB Uttarakhand Technical University

Mr. R. P. Gupta
Registrar
Uttarakhand Technical University
Dehradun, Uttarakhand

For Indian StartUps Organization

Samson Prakash Masih
Chairman & Managing Director
For Indian StartUps Organization

Authorized Signatory

**ANNEXURE "B"****Use of Digital Assets, Copyrights and Intellectual Property**

Under this MoU, UTU and {iSO} jointly agree to a no restriction use of all digital assets viz. logo, trademarks, slogans and other such material in form as shape as maybe required to promote brand visibility and support mutual vision and mission for the activities mutually agreed upon.

This use of all digital assets and copyrighted material is universal on all public promotional material that includes, website, social media, digital marketing, press releases, other contracts etc.

The intellectual property jointly developed jointly shall survive the tenure of this MoU for a period of 10 years, such IP shall be shared equally and without any restrictions between the parties.

Any confidential material with restricted use will be informed to the other party in written so as to prevent any further distribution.

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Dehradun, Uttarakhand

For Indian StartUps Organization

Samson Prakash Masih

Chairman & Managing Director
For Indian StartUps Organization

Authorized Signatory

**ANNEXURE "C"****Operational Facility and Right of Use**

Under this MoU, UTU agrees to offer {iSO} an unrestricted and independent access to its UTU I-HUB for StartUp Incubation Facility for Office use and to run StartUp programs. {iSO} will later seek approval to qualify this space as a recognised incubator to attract "StartUp India Seed Fund Scheme" SISFS within the regulations of UTU I-HUB.

{iSO} will recommend creating of various facilities within the UTU I-HUB e.g. co-working spaces dedicated for nurturing (training and research use) of StartUps both from within the University and on invitation through separate {iSO}'s onboarding programs.

All StartUp programs and individuals will be provided right of use to UTU's Auditorium, Guest House, Mess / Catering, Transportation, I-HUB Office Complex and other available facilities on a "as is where is basis".

UTU shall offer all incubated StartUps recommended by {iSO} to use existing facilities and resources at its disposal for best outcomes of this esteemed venture initiated by Government of India - StartUp India Projects.

{iSO} shall be offered use such facilities for office purposes without any cost or expenses and no restrictions shall be imposed on access of such operational space during the tenure of this MoU.

The cost of onboarding, trainings, mentoring, meetings and travel expenses shall be printed out within a separate Annexure within this MoU as prevalent from time-to-time.

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Samson Prakash Masih
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**ANNEXURE "D"****StartUp Incubation Costs & Funding**

Under this MoU, UTU understands that {iSO} has an onboarding cost of Rs. 20,800 + GST for all StartUps sourced through its own resources, however for Students and StartUps sourced through UTU's own efforts, {iSO} shall offer a 100% waiver on such onboarding costs as maybe approved by Vice Chancellor, UTU in writing as per provisions of UTU I-HUB regulations.

Costs for international training, international mentoring, international meetings, national and international conferences/events fees and any travel expenses shall be borne by UTU StartUps as per actuals if they do not qualify for subsidised or sponsored through {iSO} or 3rd party sponsorships.

{iSO} shall create an Angel/Pre Seed / Seed Fund either separately, jointly with UTU or as a consortium with other entities having similar vision and activities. This fund will be independently managed by "SuPrem" venture of {iSO}.

For StartUps successfully funded through such endeavours, as a policy The {iSO} shall retain a 3% success fee of the funded amount.

As agreed under this MoU, {iSO} shall deduct an additional 2% success fee to be remitted to UTU I-HUB towards operating costs.

All taxes and liabilities on any funding or incomes shall be borne by the beneficiary independently, irrespective of any Articles within this MoU.

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Samson Prakash Masih

Chairman & Managing Director
For Indian StartUps Organization

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**ANNEXURE "E"****New Courses on Entrepreneurship leading to StartUp Qualification**

Under this MoU, UTU has agreed to initiate new courses during the upcoming 2022 session in Entrepreneurship to bolster StartUp success rates. These qualifications will offer a structured approach to Entrepreneurship and further enable Investors' confidence in StartUp Funding.

Proposed {iSO} Courses are:

1. **Certificate in CyberSecurity (CCS) - 3 months**
2. **Diploma in CyberSecurity (Dip.CS) - 12 months**
3. **Diploma in Entrepreneurship (Dip.Ent) - 12 months**
4. **Bachelor of Technology (Entrepreneurship) - B.Tech - 4 Years (8 Semesters)**
5. **Master of Technology (Entrepreneurship) - M.Tech - 2 Years (4 Semesters)**
6. **Doctoral Studies in Entrepreneurship - As per Ph.D. Ordinance 2020 & UTU Guidelines**

Syllabus for above Courses and its Curriculum structure will be designed by {iSO} in collaboration with UTU.

The above Courses will streamline existing Entrepreneurship Model for various Funding and Grant-in-Aid schemes offered by Government Agencies as the Objective is to produce seasoned Entrepreneurs with a hands-on StartUp within the first year of the Course.

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For Indian StartUps Organization

Samson Prakash Masih
Chairman & Managing Director
For Indian StartUps

Authorized Signatory

**ANNEXURE "F"****Exchange Programs - Phase 1**

Under this MoU, {iSO} will provide all support to UTU in creating an Educational Network of Foreign Academia starting from South East Asia i.e. Thailand, Singapore and Hong Kong. This program will be extended on a future date to other Countries under {iSO} Academia Partnership Network.

The objective of such networks will be to foster international learning through Teachers & Students Exchange Programs thus offering our Workforce / StartUps an access to international job markets / StartUp fundings.

The focus will be on New Entrepreneurship Courses as mentioned within Annexure "E" viz:

- **Bachelor of Technology (Entrepreneurship) - B.Tech - 4 Years (8 Semesters)**

Students can opt-in to UTU's International Campus Exchange Program during the 7th & 8th Semester with full credits for which the costs shall be borne by the students.

Timelines and Next Steps

1. {iSO} can start B.Tech (Entrepreneurship) immediately, after necessary approval of UTU and the admission process has been confirmed by UTU.
2. {iSO} will extend similar benefits to UTU Courses under this Exchange Program.

Costs

These Exchange Programs are fully self funded by students opting-in, however {iSO} shall support selected StartUp Founders either fully or subsidised in form of amenities viz. accommodation, workshops, travel fare, expenses. Rest will be borne solely by the individuals.

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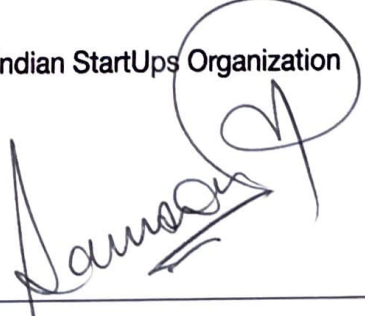
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