

Memorandum of Understanding

Between

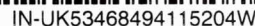
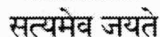
AIC STPINEXT INITIATIVES

And

Swami Rama Himalayan University (SRHU)

For

Supporting and building an ecosystem for Startups



Government of Uttarakhand

e-Stamp



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: SWAMI RAMA HIMALAYAN UNIVERSITY

: Article 5 Agreement or Memorandum of an agreement

: NA

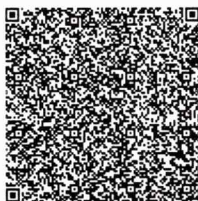
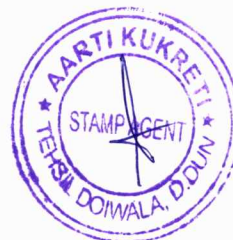
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: AIC STPINEXT INITIATIVES

: SWAMI RAMA HIMALAYAN UNIVERSITY

: SWAMI RAMA HIMALAYAN UNIVERSITY

: 100
(One Hundred only)



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on this 1st day of November 2024.

Between

AIC STPINEXT INITIATIVES, a section 8 company incorporated under Companies Act, 2013 by STPI (Software Technology Park of India) and having registered office at 1st Floor, Plate-B, Office Block 1, East Kidwai Nagar, New Delhi-110 023 and branch office at STPI-Dehradun hereinafter referred to as the **"First Party"**, which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns of the First Party.

And

Swami Rama Himalayan University (SRHU), a University established under section 2(f) of UGC Act, 1956 vide Uttarakhand State Act, is dedicated in providing higher education in various fields such as medical sciences, Paramedical Nursing, Engineering Management, Biosciences, Graduate programmes in Vocational Studies like Yoga Sciences and Holistic Health, Pharmacy and interdisciplinary Ph.D. programmes it is located at Swami Ram Nagar, Jolly Grant, Dehradun. Hereinafter referred to as the **"Second Party"**, which term and expression shall where the context so admits include its successors and assignees and Administrators.

AIC STPINEXT INITIATIVES and SRHU are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS

- STPINEXT has been set-up by STPI which acts as a nodal agency and common implementation vehicle for all activities of STPI related to promoting technology startup and entrepreneurship ecosystem in the country.
- The Parties are linked by common scientific research and entrepreneurial interests in the areas of emerging technologies.
- The Parties wish to create an Eco system for generating human resources and new generation entrepreneurs through mutual cooperation and collaboration in the area of emerging technologies.

ARTICLE I (Objectives)

Objectives: The parties have a keen interest and have come together through this MoU to create an Ecosystem to give impetus to research, technology development, product development, technology incubation, and entrepreneurship in emerging technologies. The purpose of this MoU is to define



and delineate various scope, activities, roles, responsibilities, rights, liabilities, and mutual collaborations of the Parties.

ARTICLE II (Scope of Collaboration)

• AIC STPINEXT role:

- i. STPINEXT through its expertise and resources would create a robust framework for joint activities aimed at supporting and scaling tech startups, innovators and budding entrepreneurs.
- ii. STPINEXT will provide support for **incubation and acceleration platform** for tech startups. These programs will help entrepreneurs scale their innovations through guidance, mentorship, and access to infrastructure.
- iii. STPINEXT will jointly organize **workshops, seminars, hackathons, and training programs** with SRHU. These events will aim to foster innovation, skill development, and networking opportunities for startups, entrepreneurs, and researchers.

Swami Rama Himalayan University (SRHU) role:

- i. **Swami Rama Himalayan University (SRHU)**, focuses on leveraging its academic and research expertise, its intellectual resources, and its infrastructure to contribute to the **collaborative development of startups, innovation, and entrepreneurship**.
- ii. SRHU, with its **large faculty base of intellectuals, academicians, and researchers**, will contribute its academic and research expertise to the partnership. The university will leverage its **scientific knowledge base** and skilled professionals to engage in research, development, and innovation activities alongside STPI/ STPINEXT.
- iii. SRHU will engage its **students and faculty** in various activities like workshops, seminars, hackathons, and collaborative research efforts. Students will gain practical exposure and opportunities to work on real-world projects, contributing to the development of startups and innovation-driven projects.
- iv. SRHU will provide **shared access to its facilities** for startup incubation and entrepreneurial support. This includes using SRHU's **laboratories, libraries, and other academic resources** to help entrepreneurs and startups develop their ideas into marketable products and services.
- v. SRHU has established its own **incubation center**, which provides support for **innovators, startups, and budding entrepreneurs**. This center will serve as a platform for startups to access resources, mentorship, and infrastructure, facilitating their growth from concept to commercialization.
- vi. SRHU will contribute to the **creation and protection of Intellectual Property Rights (IPR)**. The university's wealth of intellectual property in the form of **patents, copyrights, and research publications** will be leveraged to foster the creation of new products, services, and technologies.
- vii. SRHU's focus on skill development, entrepreneurship, and innovation aligns with **national initiatives** like "Atmanirbhar Bharat" and "Make in India". Through this MoU, SRHU will contribute to these initiatives by fostering innovation and creating a pipeline of skilled entrepreneurs and innovators.



ARTICLE III
(Duration, Termination and Amendment)

- i. **Duration:** This MoU shall remain in force for Three (3) years from the date of the signing. The Parties may mutually agree to review/extend the MoU after the period of validity.
- ii. **Extension and Renewal:** The Parties may extend or renew this MoU by agreement, confirmed in a written amendment signed by each Party's authorized signatory.
- iii. **Amendment:** No amendment of the terms of this MoU will be effective unless made in writing and signed by each Party's authorized signatory.

ARTICLE IV
(General Matters)

- i. **Use of Names:** Except in promoting the activities proposed in Article 1 above both parties may require written permission from each other for use of the name & logo of the other party. The Parties will seek permission from one another by submitting the proposed use, well in advance of any deadline.
- ii. **Confidentiality:** In the course of the activities under this MoU it may be necessary for the Parties to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Party, disclosed by one Party to the other Party of this MoU, and other documents transmitted or communicated by either Party to the other Party that is marked as confidential or proprietary for the purposes of this agreement ("Confidential Information") shall be received and treated in confidence, and shall not be used by the receiving Party or disclosed by the receiving Party without the prior written consent of the disclosing Party, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publically known at the time of the disclosure, (b) is lawfully received by the receiving Party from a third party which does not have a confidential relationship to the disclosing Party, (c) the receiving Party can demonstrate was in its possession or known by it before its receipt from the disclosing Party, or (d) the receiving Party is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving Party shall, at the expiry or termination of this agreement, return to the disclosing Party any and all documents provided by the disclosing Party setting out as Confidential Information.
- iii. **Financial implications:** This arrangement does not contain any financial obligations/commercials and its Parties acknowledge that all visits, including field visits of either party's people and related costs will be undertaken by their own respective Institution.
- iv. **Potential for Intellectual Property Development:** It is understood that activities contemplated under this MoU are expected to be cooperative in nature and that Participating Researchers may collaborate in such research activities.



- v. "Intellectual Property" or "IP" means all patentable discoveries, innovations, inventions, improvements, devices, equipment, and designs, conceived and reduced to practice under the term of and in performance of this agreement.
- vi. Parties hereby agree that ownership & management of intellectual property rights generated from SRHU will be with the Start-ups.
- vii. In general, all copyrights, patents, trademarks, trade secrets, and any other intellectual property rights ("IPR") disclosed in connection with this MoU shall jointly remain the property of the Party introducing and/or disclosing the same to the other Party(s) for the purposes of this MoU. It may be however, be deliberated and decided on case-to-case basis.
- viii. **Notices:** The Parties must give all notices under this MoU in writing. All communications must be sent to the addresses set forth below or to such other address designated by the Parties by written notice. Notices are effective upon receipt.
- ix. **Governing Law, Jurisdiction & Arbitration**
- This MoU shall be construed, interpreted and enforced in accordance with Laws of India.
 - In case of any differences, the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by the Parties, as per provisions of Arbitration and Conciliation Act, 1996. Language of Arbitration shall be English, and place of Arbitration shall be Delhi, India.
 - Subject to the Arbitration Clause, the Courts at Dehradun shall have exclusive jurisdiction in respect of any and all matters pertaining to this MoU.
- x. **Exit Clause:** Each party will have option to exit from the MoU, by serving a notice of Six months to the other parties to the MoU, with or without assigning any reason thereof.
- xi. **Indemnification:** All Parties agree to defend, indemnify and hold other Parties, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the activities under this MoU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Party.
- xii. **Non-Binding Nature:** This MoU is not intended to and does not give any person who is not a Party to it any rights to enforce any of its provisions. Nothing in this MoU will be construed as creating a binding legal relationship between the Parties, with the exception of only Article IV herein which will survive the expiry or termination of this MoU. This MoU is a broad statement of intent which sets forth the general basis upon which the Parties wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Parties to this MoU.
- xiii. **Force Majeure:** None of the parties shall be considered to be in default or breach if prevented by circumstances beyond control as per the standard conditions of Force Majeure".
- xiv. **Authorized Signatories.** Each Party represents that the individuals signing this MoU have the authority to sign on its behalf in the capacity indicated.



Signed for and on behalf of AIC
STPINEXT:

Signature.....
Dr. Sanjay Kumar Gupta
Director, Software Technology Parks of India
(Ministry of Electronics & Information
Technology, Govt. of India)



Signed for and on behalf of SRHU:

Signature.....
Dr. Mukesh Bijalwan
Registrar, Swami Rama Himalayan
University



Date: 01.11.2024
Place: Dehradun

Witness -----

Name: MANEESH KUMAR

Witness -----

Name: SANTHA MATHUR



ATTESTED
(RAJENDER SINGH NEGI)
Advocate & NOTARY
Chamber No. 92, 1st floor
Opposite Bar Office
Dehradun, Uttarakhand