

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered on 23/01/2025 between **Directorate General of Training under Ministry of Skill Development and Entrepreneurship** herein referred in short as DGT, and having its office at 7th Floor, Kaushal Bhawan, New Moti Bagh, New Delhi, Delhi-110023 ("FIRST PARTY")

AND

Pilani Innovation & Entrepreneurship Development Society (hereinafter referred to as "PIEDS") an autonomous not-for-profit society registered in 2013 under the Rajasthan Societies Registration Act, 1958 having its registered office at BITS Pilani, Pilani, Rajasthan – 333031 ("SECOND PARTY")

The Parties hereby seek to collaborate with the intent as enunciated hereinunder:

ARTICLE 01: BACKGROUND AND PURPOSE

- a. The Directorate General of Training (DGT) in Ministry of Skill Development and Entrepreneurship is the apex organisation for development and coordination at National level for the programmes relating to vocational training including Women's Vocational Training. Development of these programmes at national level, particularly in the area concerning common policies, common standards and procedures, training of instructors and trade testing are the responsibility of the DGT. DGT intends to promote technology innovation, start-ups and creation of intellectual properties for the purpose of setting up vibrant startup ecosystems.
- b. DGT and PIEDS intend to engage and collaborate in the areas of innovation, entrepreneurship and towards creating incubation and acceleration programs.
- c. DGT and PIEDS shall mutually cooperate as outlined in Annexure of this document which captures the scope of engagement.
- d. Based on the representations and warranties of PIEDS and DGT has agreed to enter into a collaborative understanding with PIEDS on the terms of collaboration for the purpose of strengthening the Start-up ecosystem in National Skill Training Institutes (NSTI) on the terms as enumerated herein under.

ARTICLE 02: AREAS OF COLLABORATION

- a. Roles and Responsibilities of PIEDS:
 - i. Conducting Knowledge Series / Webinars / Awareness Workshops
 - ii. Scouting and Developing Partnerships.





- iii. End to End management of program: Sourcing Applications, evaluation, acceleration, and **investment support**.
- iv. Bring together mentors, experts, and other partners required for the successful execution of the program.
- v. Provide access to its facilities, labs, and faculty for technical mentoring.
- vi. Technology Credits, Support in Go-to-Market and Other Services for further scaling the startup.
- vii. Participate in selection of startup to for the cohort of acceleration program
- viii. Provide one to one mentoring to startups as required
- ix. Facilitate usage of equipment as per startup requirements

b. Roles and Responsibilities of DGT:

- i. Enlisting as Partner Entity and Promotion of conjoint events: DGT will enlist PIEDS as Partner Entity and promote events/seminars/programs organized in conjunction on its social media handles.
- ii. Logo Support: DGT may allow the use of its logo with prior written consent to the organized events/conferences/summits/programs of PIEDS in the technology, entrepreneurship and innovation sector in consonance with its established logo usage guideline to the extent necessary for the fulfillment of the objective of this MOU.
- iii. Awareness in DGT Network: DGT may create awareness among its network community of NSTIs, regarding the premise of program initiatives, platform features etc. of PIEDS in the form of webinars.
- iv. Connect to DGT Network: DGT may connect PIEDS to its ecosystem related stakeholders of Partners, Startup Entities, Incubators or Government Departments/Ministries to enhance strategic impact of Partnership.
- v. DGT, as required, may nominate a single point of contact (SPoC) in NSTIs, for the purpose of co-ordination between mentors and trainees/ alumni of NSTIs

ARTICLE 03: PURPOSE

To create an ongoing bridge & free flowing exchange of information between the two parties for far reaching startup ecosystem benefits and strengthening the Indian start-up ecosystem particularly in the NSTIs.

ARTICLE 04: SCOPE

The Parties under this MoU undertake to establish a collaborative working partnership to the extent that such coordination, collaboration and resource sharing is following all the laws, rules, regulations including civil rights, applicable to the parties.

ARTICLE 05: DURATION

This MoU shall come into force from the date of its execution by both the Parties and will be valid for 2 (two) years, and is open to mutual periodic revisions, basis consensus between both parties. Thereafter, this MoU may be extended for additional periods subject to agreement between the Parties in writing.

ARTICLE 06: TERMS

a. Costs and Expenses

Each party is responsible for bearing its own expenses, including but not limited to, taxes and compliances in respect to the obligations envisaged herein and shall not hold the other party responsible for such expenses.

b. Assignment

PIEDS shall not assign any part of its obligations under this MOU to any party without the prior written consent of DGT.

c. Amendments

This MOU can be reviewed and amended at any time or as and when both parties feel the need to modify, delete or add any clause(s) which shall become effective subject to mutual consent of the Parties, in writing.

d. Non-Exclusive Discussions

DGT hereby grants PIEDS non-exclusive rights to carry out obligations in accordance with the terms and conditions laid herein.

e. Confidentiality and Public Announcement

- i. Either Party (hereinafter referred to as the “Receiving Party” or the “Recipient”) will use the Confidential Information of the Other Party (hereinafter referred to as the “Disclosing Party” or the “Disclosure”), including but not limited to, business affairs, marketing plans, customer information, technical know-how, trade secrets, intellectual property rights, only to exercise rights and fulfill obligations under this MOU.
- ii. The Receiving Party shall use the confidential information shared or obtained in the course of the activities contemplated under this MOU solely for the purpose of implementing the objectives of this MOU.





- iii. The Recipient shall protect the confidential information of the Discloser with the same degree of care as accorded to its own confidential information and Shall undertake not to disclose the same to any third party except when required by law, regulation, court order after giving reasonable notice of disclosure to the Disclosing Party.
- iv. The Recipient will not disclose the Disclosing Party's Confidential Information to any person, except to only those employees, affiliates, agents, or professional advisors (hereinafter referred to as the "Delegates") who require the same on "need to know" basis for fulfilment of the obligations under this MOU. The Recipient will ensure that its Delegates are also subject to the same use and non-disclosure obligations on back-to-back basis for the use of the confidentiality information shared with them.
- v. This confidentiality obligation shall not apply to information which is generally known to third parties, or which can be shown to have been produced by a third party which is independent of the Receiving Party, or which has been acquired from a third party without breach of the non-disclosure obligation of the Disclosing Party, or to the extent a Party is required by statutory law or regulations to reveal any of the information it has obtained.
- vi. Neither party may make any public statement regarding this MOU, without the written approval of the other party.
- vii. The Recipient shall promptly return or destroy all copies upon completion or termination of this MOU; or whenever instructed by the Disclosing Party.
- viii. The obligations under this clause shall survive the termination of this MOU.
- ix. Notwithstanding anything to the contrary herein, the signing of this MOU by both parties shall inherently grant both of them permission to announce the partnership in Media using mutually respectful language and logos.

f. License and Intellectual Property Rights

- i. All intellectual property rights, including but not limited to, patent, copyright, trademark, trade names, logos, etc. which may be shared by either Party while fulfilling its obligations under this MOU or any other project arising therefrom, shall remain the intellectual property of such Party.
- ii. Either Party has the limited license or right to use any intellectual property shared by the other Party under this MOU, subject to express consent of such Party in writing.
- iii. Either Party, shall use the intellectual property, including but not limited to, trademark, logos, brand name, etc. of the other Party, on "as is" basis, subject to prior written approval of the other Party and for the sole purpose of fulfillment of obligations of such Party under this MOU.

- iv. Neither Party will infringe or violate any third party's Intellectual Property Rights or other related rights while fulfilling its obligations under this MOU.
 - v. Any rights in the intellectual property invented, created, conceived, or improvements thereto or derivatives therefrom, jointly developed (as expressly acknowledged to be the intent prior to such development) by the parties (and in clarification hereof, excluding any intellectual property developed by either party on its own for use by the Parties or individually in furtherance of their rights or obligations under this MOU) shall vest with both the Parties jointly and shall not be used independently, by either party outside of the terms of this MOU without express consent thereto from the other party. The Parties shall not assign any rights or obligations arising out of Intellectual Property Rights jointly developed during the term of this MOU to any third party without the consent of the other Party in writing, not to be unreasonably withheld.
- g. Representations and warranties
- i. To the maximum extent permitted by law, both Parties represent and warrant that they are competent to enter into collaboration with each other.
 - ii. The Parties also warrant their possession of requisite skill, labour and manpower required for collaboration.
 - iii. The Parties represent not to violate any provisions of any applicable laws or infringe the rights of any third parties while entering this MOU or subsequent collaboration with each other.
 - iv. PIEDS has represented and warranted that it is not associated with and shall not enter any association with any other party, whereby the obligations under this MOU are in conflict with its obligations under other associations.

ARTICLE 07: TERMINATION

- a. This MOU may be terminated, upon the expiration of the term, as provided under this MOU or upon breach of any of the obligations under this MOU by either Party or after either Party gives Notice of 30 days to the other party.
- b. The termination of this MOU will not affect the validity, duration and completion of any project or contract made under it and therefore, the Parties shall remain bound by the obligations agreed by them prior to the termination, unless the Parties agree otherwise. In the event a notice of termination is served by either of the Parties, both the parties shall fulfill their respective obligations and commitments already agreed upon prior to the communication of the intent to terminate the association between the Parties, in the best feasible manner during the notice period.

ARTICLE 08: COUNTERPARTS

This MOU may be executed in 2 (two) counterparts and by the parties hereto in separate counterparts, each of which, when so executed, shall be deemed to be an original document and all of which taken together shall constitute one and the same document/instrument.

ARTICLE 09: DISPUTE SETTLEMENT

a. Arbitration

DGT and PIEDS will mutually discuss to resolve any disputes arising out of the scope of this MOU.

Any disputes or differences arising out of or in relation to this agreement, between the parties, hereto during the subsistence of this agreement or thereafter shall be resolved through arbitration by appointing a sole arbitrator, mutually appointed by the parties. The arbitrator shall be appointed with the mutual consent of both the parties and in case, if the parties are unable to come to an agreement in regard to the appointment of the arbitrator within a period of thirty days, either party shall have the liberty to file a Petition under Section 11(6) of the Arbitration Act 1996.

The award of the sole arbitrator shall be final, conclusive, and binding on the parties to this agreement and provisions of the Arbitration and Conciliation Act (1996) or any statutory modifications or re-enactment thereof, and rules made thereunder for the time being in force shall apply to the arbitration proceedings. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English.

b. Governing Law and Jurisdiction

Subject to the arbitration clause above, the parties hereby agree that this MOU will be governed by the laws of India and the Courts of Delhi shall have the exclusive jurisdiction to entertain any unsettled disputes between the Parties. The Parties to this MOU will try in good faith to settle any dispute relating to this MOU within thirty days from when the dispute arises.

c. Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below:

- i. Directorate General of Training (DGT), Ministry of Skill Development and Entrepreneurship, the apex organisation for Development and Coordination at National level for the programmes relating to vocational training, having its head office at 7th Floor, Kaushal Bhawan, New Moti Bagh New Delhi, Delhi-110023
- ii. Name of Party: Pilani Innovation and Entrepreneurship Development Society
Name: Priyanka Goyal
Designation: Incubation Manager



Address: BITS Pilani, Pilani (Raj.) - 333031

Tel: +91-8955479457

Email: Priyanka.goyal@pieds-bitspilani.org

d. Indemnity

Parties agree to Indemnify, defend, and hold the other party, its affiliates and subsidiaries, and its respective officers, Directors, employees, agents, representatives, successors, and assigns harmless from and against any and all losses, damages (specifically including any punitive or exemplary damages), fines, penalties, suits, actions and other claims which can be solely attributed to the defaulting party arising out of, based upon, or resulting from any of the following :

- I. Any inaccuracy or breach of any party's representation or warranties contained in or made pursuant to, this MOU, at any time during the term hereof;
- II. Parties' acts, omissions, or misrepresentations hereunder.
- III. The failure of any of the party to comply with applicable laws and any penalties arising therefrom;

Either party will indemnify, defend, and hold harmless other party (including its successors, affiliates and assigns) and their respective directors, officers, employees, agents and/or any third party (the "indemnified persons") against any and all losses, liabilities, judgments, awards, costs, claims, expenses, charges etc. (individually and collectively, referred to as "Damage") (i) arising out of breach by the defaulting party of any of the terms contained herein; (ii) due to any representation, or other statement made by the defaulting party being or becoming untrue in any manner, (iii) due to any act, omission or negligence of the defaulting party or its personnel and/or persons engaged by him (in) any claims that may be made by the defaulting party's personnel against the suffering party for any reason whatsoever, without any limit in the amounts or time.

e. Force Majeure

- i. Neither Party shall be in breach of this MOU nor liable for delay in performing, or failure to perform, any of its obligations under this MOU, if such delay or failure result from events, circumstances or causes, beyond its reasonable control including without limitation acts of God, pandemic, curfew, lockdown, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of any government or authority, fire, explosion, flood, fog or bad weather, strike, lockdown, lock-out, internet disruptions, technical glitches or industrial action of any kind (hereinafter "an event of force majeure").
- ii. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. It shall be the duty of both the parties to immediately inform, at the earliest possible opportunity, to the other party about the occurrence of Force



Majeure event, specifying its inability to perform its obligations and thereafter shall send timely updates to keep the other party informed.

- iii. If the period of delay or non-performance by either party continues for 60 days, the Party may terminate this MOU by giving 30 days written notice to the affected Party.

f. Nature of Association

This MOU is non-binding and will be followed by a definitive agreement between both the parties once the proposals are firmed up and approved by DGT.

g. Severability

In the event that any provision of this MOU shall be deemed to be severable or invalid, unlawful or otherwise unenforceable, the remainder of the MOU shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties.

ARTICLE 10: COMMUNICATIONS & CONTACT POINTS

Any notice or other communication to be given under this MOU shall be in writing and shall be sufficiently served, delivered or sent by email, hand, registered post or other mode of service inclusive of courier service or facsimile transmission.

Each party shall have senior personnel from their respective bodies to serve as the liaison officers for each other and coordinate the responsibilities of each Party as set out in this MOU. Until otherwise resolved by either party, the liaison officers of each body shall be as follows:

Name of Party: Directorate General of Training,
Ministry of Skill Development and Entrepreneurship
Name: Kanika Meena
Designation: Assistant Director
Address: Kaushal Bhawan, New Moti Bagh, New
Delhi, Delhi-110023
Email: kanika.meena9@dgt.gov.in

Name of Party: Pilani Innovation and
Entrepreneurship Development Society, BITS
Pilani
Name: Priyanka Goyal
Designation: Incubation Manager
Address: BITS Pilani, Pilani (Raj.) - 333031
Tel: +91-8955479457
Email: Priyanka.goyal@pieds-bitspilani.org



Directorate General of Training

The Parties have caused their duly authorized representatives to execute this MOU as of the date stated below.

<p>For Directorate General of Training, Ministry of Skill Development and Entrepreneurship</p> <p><u>Signature:</u> </p> <p><u>Name of Authorized Signatory</u> Sh. Ishwar Singh</p> <p><u>Designation</u> Deputy Director General, DGT, MSDE</p> <p><u>Date:</u> 23.01.2025</p>	<p>For Pilani Innovation and Entrepreneurship Development Society, BITS Pilani</p> <p><u>Signature:</u> </p> <p><u>Name of Authorized Signatory</u> Prof. Arya Kumar</p> <p><u>Designation</u> Dean, Alumni Relations Executive Member, PIEDS</p> <p><u>Date:</u> 23.01.2025</p>
<p>Witness</p> <p>1.  Anil Yadav</p> <p>2. Kanika Meena  Kanika Meena</p>	<p>Witness</p> <p>1.  Sonu</p> <p>2.  Brij</p>

ANNEXURE

“कौशलता से उद्यमिता”
Innovation and Incubation Programs for NSTIs

Overview

The Startup ecosystem in India has flourished, with more than 1,25,000 Startups registered with the DPIIT. This is largely due to Government of India's efforts to make early stage funding available through various program offered by its ministries and departments. The notable program includes that from Startup India Seed Fund Scheme (SISFS), Department of Science and Technology (DST), Ministry of Electronics and Information Technology (MeitY), Atal Innovation Mission (AIM) amongst others. The programs are conducted with the help of technology business incubators set up in higher education institutions or Atal Tinkering Labs set up in schools across India. There is, however, no such funding program / incubator available at Vocational Education and Training (VET) institutions. The students of NSTIs with innovative idea, need to approach incubators established at universities and institutions.

Kaushalta se Udyamita: Innovation and Incubation Programs for NSTIs

Pilani Innovation and Entrepreneurship Development Society (PIEDS), the technology business incubator of Birla Institute of Technology & Science, Pilani, with support from Aditya Birla Capital Foundations Corporate Social Responsibility (CSR) program would like make a humble beginning to inculcate entrepreneurship at NSTIs, by providing a platform for showcasing and launching innovative ideas. For this, we would like to collaborate with the DG of Training, Ministry of Skill Development and Entrepreneurship (MSDE) to launch the following programs:

1. **Innovation Challenge:** Bring to the fore innovative projects developed at NSTIs across India on a particular theme under UN-SDGs. The innovative projects shall be evaluated by a jury and top 18 innovative projects shall be provided financial rewards. Further, these innovations shall be showcased in an event and on social media. We feel that the program would help bring much needed awareness amongst NSTI students about innovation and create local role models, bringing enthusiasm and motivation towards working on innovative projects.
2. **Open Incubation Program:** For motivated students and graduates of selected NSTI with innovative idea, we intend to run 3-4 months' incubation program, which will include funding assistance, mentoring, and knowledge session to the selected startups. Through this program, we intend to bridge the gap of knowledge, information, and the starting capital for the motivated students who wish to explore taking their ideas to the market. This is a direct attempt to bring together interested students and eventually nudge them towards launching a startup.

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