

STATEMENT OF INTENT (SOI)

BETWEEN

NITI AAYOG, NEW DELHI

AND

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION (AICTE),
NEW DELHI



STATEMENT OF INTENT

Between NITI Aayog and AICTE, New Delhi

This STATEMENT OF INTENT (“SOI”) is entered on **Sixth of July 2017** by and between:

- (i) NITI Aayog - The think tank of Government of India (herein refer to as “NITI Aayog”), Sansad Marg, New Delhi - 110001.
- (ii) All India Council for Technical Education (herein refer to as “AICTE”), Nelson Mandela Marg, Vasant Kunj, New Delhi - 110067

AICTE and NITI Aayog are referred to individually as a “**Party**” and collectively as “**Parties**”. Both Parties have reached the following intent.

ARTICLE 1: BACKGROUND AND PURPOSE

1.1 NITI Aayog Background

The National Institution for Transforming India, also called NITI Aayog, is the premier policy ‘Think Tank’ of the Government of India, providing both directional and policy inputs to the government. Atal Innovation Mission (AIM) is NITI Aayog’s endeavour to promote a culture of innovation and entrepreneurship in India. Its objective is to serve as a platform for promotion of world-class Innovation Hubs, Grand Challenges, Start-up businesses and other self-employment activities, particularly in technology driven areas. Atal Innovation Mission has been launched to create an innovation and entrepreneurial ecosystem in India by establishing new incubation centers, scaling up established incubation centers and setting up new tinkering labs in schools.

The Atal Innovation Mission shall have two core functions:

- 1.1.1 **Entrepreneurship promotion:** Wherein innovators would be supported and mentored to become successful entrepreneurs at Incubation Centres.
- 1.1.2 **Innovation promotion:** to provide a platform where innovative ideas are generated.

1.2 AICTE Start-up Policy Implementation Unit:

AICTE is an apex body of Government of India under MHRD and it has launched Student Start-up Policy on 16th November 2016 at the hands of Honourable President of India. AICTE’s Student Start up policy intends to guide AICTE approved institutions to promote student driven start-ups. The policy aims to identify the innovation and entrepreneurial potential of students and transform them into startup entrepreneurs by developing an ideal entrepreneurial ecosystem and promoting strong inter-institutional partnerships among technical institutions, other ecosystem enablers, different stakeholders, programs, market and society.

1.3 Purpose

AICTE and NITI Aayog’s flagship program - Atal Innovation Mission (AIM), are interested in working together to facilitate institutional linkage for nurturing the innovation and creativity



among students. The parties will provide operational guidance to the shortlisted technical institutions / tinkering laboratories. The Parties are also interested in providing mentoring and hand holding support to Innovation, Incubation and Tinkering activities carried out by NITI Aayog under Atal Innovation Mission including Self Employment and Talent Utilization (SETU).

ARTICLE 2: AREAS OF COLLABORATION

Both AICTE and NITI Aayog hereby agree to work collaboratively on following points for the effective and efficient engagement of AICTE approved technical institutions towards strengthening and streamlining innovation and entrepreneurship ecosystem development.

1. To encourage and promote each other's policy program related to student innovation, incubation and startup in various public forums wherever possible.
2. To support each other by extending their respective institutional expertise in terms of technology, knowledge, and management aspects towards strengthening India's innovation and entrepreneurship ecosystem.
3. 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 in India.
4. To design and implement various collaborative programs with a view to create synergy by linking AICTE approved technical institutions and institutions affiliated with Atal Innovation Mission's program (i.e. Tinkering Labs in schools, Incubation Centers) to provide mentoring and handholding support for building strong creativity and innovation framework.
5. 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.
6. Mutually work together to co-design new programs for policy and program intervention in line with supporting innovation and entrepreneurship in technical institutions in India.
7. To hold regular interaction/discussion meetings between both the parties to keep the momentum and explore new avenues for collaboration.
8. To facilitate recognition of students' innovation generated out of the programs run by the parties for strengthening the innovation and startup ecosystem in India.

Further detailing of action points for the financial year 2017-18 is described in Annexure 1.

ARTICLE 3: SCOPE

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 as may be mutually agreed and the rights, responsibilities and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this SOI to incorporate such additional scope of collaboration or discussions in accordance with Clause 5.3.

ARTICLE 4: DURATION

This SOI shall be valid from the date of signing for a period of THREE years. The Parties may further extend the SOI with mutual written consent, in order to ensure continued collaboration in the light of changing trends and environment. As part of subsequent extensions, the Parties may agree to change the number and/or the list of supported schools.

ARTICLE 5: TERMS

5.1 Costs and Expenses

Both Parties shall be responsible for meeting their own expenses in connection with all matters related to SOI. In case of programs that is newly co-designed by both of the parties, resource deployment and mobilization will be planned by respective both the parties.

5.2 Assignment

Neither of the Parties shall assign any of their activities defined under this are of collaboration of SOI to any other person or institution without prior approval of other party.

5.3 Amendments

No alterations, additions or modification hereto shall be valid and binding unless the same are agreed in writing and signed by both the Parties

5.4 Non-Exclusive Discussions

The Parties acknowledge and agree that the Areas of Collaboration under this SOI are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties in India or elsewhere.

5.5 Confidentiality and Public Announcement:

5.5.1 "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this SOI, and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (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 (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This SOI and all confidential information exchanged between the Parties pursuant to this SOI shall be held in confidence.

5.5.2 Neither Party nor any of the affiliates shall make any public announcement about the SOI and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as per activities outlined in the Article 2 of this SOI.



5.6 License and Intellectual Property Rights

5.6.1 No license is granted under this SOI 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.

5.6.2 Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.

5.7. Conflict of Interest

5.7.1 Neither of the parties believes that the Collaboration contemplated by this SOI raise any actual or potential conflicts of interest. The parties agree that this SOI and the negotiation 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.

5.7.2. All commercial opportunities are considered separate and distinct from this collaboration. Both parties acknowledge that the use by NITI Aayog of these services will not create a preference for a future contract award, and no promise or commitment has been made by NITI Aayog for any future award of contract in return for these services.

ARTICLE 6: TERMINATION

6.1. This SOI shall terminate without liability to either party if otherwise agreed to by the Parties in writing with a notice period of 1 month.

6.2 Survival and binding Nature

6.2.1 Except for Article 2 (Area of Collaboration), 5 (Terms), 6 (Termination) and 7 (Dispute Settlement) of this SOI, nothing contained in this SOI is intended to be or shall be construed in any way to be legally binding on any of the Parties.

6.2.2 Except as set forth elsewhere in this SOI, Article 2 (Area of Collaboration), Article 5 (Terms), Article 6 (Termination), 7 (Dispute Settlement) shall survive the expiry or termination of this SOI.

ARTICLE 7: DISPUTE SETTLEMENT

7.1 Governing Law and Jurisdiction

7.1.1 This SOI shall be governed by and construed in accordance with the laws of Republic of India. All disputes arising out of or related to this SOI, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of India, without reference to conflict of laws principles.



7.1.2 All disputes and differences arising out of or in connection with this SOI shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in English and the seat of arbitration will be New Delhi.

7.2 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:

If to AICTE:

Attention of: Shri Alok Prakash Mittal

Address: AICTE Head Quarter, Nelson Mandela Marg, Vasant Kunj, New Delhi – 110067,
Phone: +91 11 26131576-79 (ext. - 1018), email: startup@aicte-india.org, www.aicte-india.org

If to the NITI AAYOG:

Attention of: Shri R. Ramanan

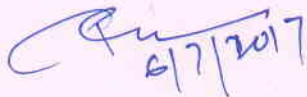
Address: Mission Director, Atal Innovation Mission, NITI AAYOG, Sansad Marg, 110001, Fax: +911123096607, md-aim@gov.in

For and on behalf of

AICTE

NITI Aayog

By:


6/7/2017

By:



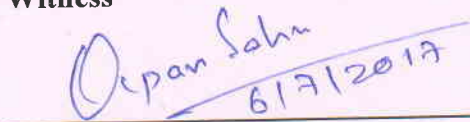
Name: Alok Prakash Mittal

Name: R. Ramanan

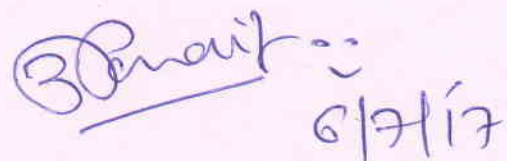
Designation: Member Secretary

**Designation: Mission Director,
Atal Innovation Mission**

Witness


Dipan Sahu
6/7/2017


R. Ramanan


Dipan Sahu
6/7/17

Photographs of the signing of MOU between AICTE and NITI AAYOG



