MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

CARLETON UNIVERSITY, CANADA

AND

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION (AICTE), THE REPUBLIC OF INDIA
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered on 15 November 2017 by and between:

(i) Carleton University, Ottawa, Canada, represented by the Canada-India Centre for Excellence (herein referred to as “CICE”),

(ii) All India Council for Technical Education (herein referred to as “AICTE”), Nelson Mandela Marg, Vasant Kunj, New Delhi – 110067, India

AICTE and CICE 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 the Canada-India Centre for Excellence (CICE) at Carleton University, Canada and the All India Council for Technical Education (AICTE), India is to facilitate international linkage opportunities and international acceleration-pre-incubation-incubation programs for innovations and start-ups created in the academic institutions in both countries. This collaboration will also serve as a platform for cross learning, sharing knowledge, best practices on innovation, and start-up ecosystem development between the two countries. It will allow technical institutes to undertake collaborative research and human resource development in these areas. (Program details for the year 2017-18 are listed in annexure).

ABOUT CARLETON UNIVERSITY

Carleton University is a comprehensive university located in the capital of Canada; Ottawa, Ontario. It offers 65 programs of study in areas as diverse as public affairs, journalism, film studies, engineering, high technology and international affairs. Carleton University has more than 2,800 professors and staff members and 28,000 students. Carleton’s creative, interdisciplinary and international approach to research has led to many significant discoveries and creative works in science and technology, business, governance, public policy and the arts.

ABOUT CANADA-INDIA CENTRE FOR EXCELLENCE (CICE)

Established in 2011, the CICE is a research and training centre, which seeks to create and strengthen bilateral ties between Canada and India. Under its capacity building mandate, the CICE partners with Carleton University’s various faculties and experts to develop custom professional development and academic offerings for Indian students, professionals, and businesses.
ABOUT ALL INDIA COUNCIL OF TECHNICAL EDUCATION (AICTE)

The All India Council for Technical Education (AICTE) is an apex body under the Ministry of Human Resource Development, Govt. of India. AICTE was established in November 1945 first as an advisory body and later in 1987 was given statutory status by an Act of Parliament. AICTE undertakes proper planning and co-ordinated development of the technical education system in India and promotes qualitative improvement of such education in relation to planned quantitative growth and the regulation and proper maintenance of norms and standards in the technical education system for matters connected therewith. AICTE approves graduate and postgraduate courses in more than 10,500 Polytechnics and Technical Institutions in India.

ABOUT AICTE START-UP POLICY IMPLEMENTATION UNIT

AICTE launched a Student Start-up Policy for AICTE approved institutions on November 16, 2016 under the Honourable President of India. This policy is designed in accordance with "Startup India" Action plan, launched by Govt. of India on January 16, 2016. AICTE’s Student Start-up policy intends to guide AICTE approved institutions and to promote student driven innovations and start-ups. The policy aims to identify the innovation and entrepreneurial potential of students and transform them into start-up 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. It has established a Start-up Policy Implementation Unit to design, implement, monitor and evaluate policy programs.

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

1.1 Knowledge Exchange: Learning and sharing best practices on Innovation and Start-up Ecosystem Development at Micro & Macro level. This would consist of the following sub themes:
- Open Innovation and Start-up Promotion Models: country/regional policies and programs
- Academic Programs in Start-up & Innovation: course structure, operation, performance and impact measurement
- Coaching & Mentoring: methods, institutional process and impact
- Incubation & Acceleration Industry: selection and graduation criteria; incubation and start-up programs
- Investor and Venture Capital Environment: business and investment opportunities
- IP Regulation, Tools & Technology Transfer Practices
- Human Resource Development: country’s innovation and entrepreneurial capacity and skill development strategies
1.2 Innovation & Start-up Exchange: International Market and Business linkage for start-ups through Co-incubation and short acceleration programs and Access to innovation labs for selected start-ups;
  - Joint strategic counseling of fast-growing international ventures
  - Provision of access to innovation labs for proven innovations and co-incubation opportunities for start-ups
  - International acceleration program. Short acceleration program may comprise of:
    - Information on how to enter the Indian/Canadian/International market
    - Information on funding opportunities available to support travel between India and Canada
    - Exposure to Indian/Canadian Investors
    - Exposure to Indian/Canadian Mentors
    - Exposure to Indian/Canadian Incubators, researchers, faculty members and experts for feedback on technologies and business models
    - An introduction to the Indian/Canadian start-up ecosystem
    - Opportunities to set-up an entity in India/Canada
    - Information on the regulatory environment in place in Canada and India

1.3 Exchange between Faculties/Institutes and working visits:
  - Entrepreneurial University Model & Practices
  - Course remodelling and curriculum restructuring
  - Organization of on-site study tours;
  - Executive Mentoring and Training Program

1.4 International Ecosystem Development of Innovation & Start-up:
  - Promote, participate and engage diversified stakeholders
  - Organize international programs, business seminars, workshops, exhibitions, networking events and conferences

1.5 Identification of further collaboration:
  - Provide access and institutional linkage opportunity for member institutes to interact and explore joint R&D collaboration;
  - Partnership with international organizations; new collaboration opportunities
  - Exploration of new models of innovation and joint-piloting
ARTICLE 2: CONSULTATION AND EXCHANGE OF INFORMATION

2.1 The Signatories shall, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

2.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Signatories within the scope of this collaboration.

2.3 The Signatories 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.

2.4 The Signatories may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Signatory, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

ARTICLE 3: IMPLEMENTATION OF THE MOU

3.1 It is understood that all activities will be carried out in accordance with the applicable laws, regulations, rules and directives; as applicable to respective country of each Party.

3.2 Neither Signatory shall be an agent, representative or joint partner of the other Signatory. Neither Signatory shall enter into any contract or commitment on behalf of the other Signatory. Each Signatory shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU.

3.3 Each Signatory shall be responsible for its acts and omissions in connection with this MOU and its implementation.

ARTICLE 4: 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 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, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with this Article.

ARTICLE 5: VISIBILITY

Confidentiality and Public Announcement:

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 MOU, 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 MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.

5.2 The Signatories recognize that the cooperative arrangements should be publicized and therefore agree to acknowledge the role and contribution of each organization in all public information documentation relating to instances of such cooperation and use each organization’s name and emblem in documentation related to the cooperation in accordance with the current policies of each organization and subject to prior written agreement of each Signatory.

ARTICLE 6: LICENSE AND INTELLECTUAL PROPERTY RIGHTS

6.1 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.

6.2 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

6.3 Neither of the parties believes that the collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU 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.

6.4 All commercial opportunities are considered separate and distinct from this collaboration.

ARTICLE 7: TERM, AMENDMENT, TERMINATION

7.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of 36 (thirty six) months renewable, commencing on 15 November 2017 and ending on 14 November 2020, unless the MOU is terminated earlier by either Signatory upon 60 (sixty) days previous notice, in writing to the other Signatory. The Signatories may agree to extend this MOU in writing for subsequent periods of 36 (thirty six) months.

7.2 This MOU may be amended by mutual agreement of the Signatories, reflected in writing.

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

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

ARTICLE 8: DISPUTE SETTLEMENT

8.1 The parties are desirous of resolving all differences/disputes between them relating to or arising out of this agreement, through the chief executives or their nominated representatives of the respective parties for which the aggrieved party shall give at least thirty days prior notice to the other party to resolve all differences/disputes.
8.2 If a difference or dispute which has been referred to for amicable settlement pursuant to the clause above remains unresolved the same shall be referred to arbitration.

8.3 The Signatories shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules").

ARTICLE 9: NOTICES AND ADDRESSES

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 Signatory to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

<table>
<thead>
<tr>
<th>For the AICTE:</th>
<th>For Carleton University:</th>
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<tbody>
<tr>
<td>Prof. M. P. Poonia, Vice Chairman</td>
<td>Prof. Alastair J.S. Summerlee</td>
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<tr>
<td>AICTE</td>
<td>Interim President and Vice-Chancellor Carleton</td>
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<tr>
<td>Nelson Mandela Marg</td>
<td>Vasant Kunj</td>
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Contact Information

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Professor M. P. Poonia
Vice-Chairman

All India Council for Technical Education

Professor Pauline Rankin
Associate Vice-President (Research & International) and International Liaison Officer

Carleton University

Witness 1:

Witness 2:
ANNEXURE

PROGRAM OFFERING

Under this partnership, the CICE’s current and future professional development programs for start-ups will be eligible for delivery in India. The CICE will deliver the program in Ottawa, Canada while AICTE will provide support in short listing students and start-ups from its approved technical institutions. AICTE will refer the most appropriate start-ups to attend the acceleration programs in Canada for exposure to North American markets, and interaction with mentors, experts, funding partners, investors etc.

With this partnership, CICE will deliver the following programs:

I. Canada-India Acceleration Program
   - Series of workshops and interactions that provide:
     - Information on how to enter the Canadian market
     - Information on available funding opportunities to support travel between India and Canada
     - Exposure to Canadian Investors
     - Exposure to Canadian Mentors
     - Exposure to Canadian Incubators
     - Feedback from experts on technologies and business models
     - An introduction to the Canadian start-up ecosystem
     - Opportunities to set-up an entity in Canada
     - Information on the regulatory environment in place in Canada
     - Information on attracting Canadian investors
   - Opportunities to work with Canadian Start-ups on a collaborative basis

TIMELINES AND NEXT STEPS
   - CICE can start programs 6 (six) weeks after the selected start-ups have been confirmed by AICTE.
   - CICE can work with AICTE to select the best 5 (five) start-ups and host up to 7 (seven) founders from these start-ups to benefit from this program. CICE may participate in the selection process remotely via email or Skype.

COHORT SIZE AND FREQUENCY
   - Support may be offered initially to 5 (five) start-ups from India jointly identified by CICE and AICTE.
   - This number can be increased for subsequent cohorts.
FUTURE STRATEGY

- CICE can work with AICTE to offer the best 5 (five) start-ups from Canada an opportunity to be hosted by AICTE at a preferred incubator in India which can offer similar services.

COSTS

CICE will develop a pilot subsidized offering for 7 (seven) founders which includes their accommodation and workshop costs in Ottawa (for a period of two weeks).

CERTIFICATES

Course certificates will be printed and hand-signed by the head of the CICE in Ottawa, Canada. Upon signing, the certificates will be couriered to AICTE for distribution to respective founders attending the program.

TERMS AND CONDITIONS

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

Professor M. P. Poonia
Vice-Chairman

Professor Pauline Rankin
Associate Vice-President (Research & International) and International Liaison Officer

All India Council for Technical Education
Carleton University