

Memorandum of Understanding (MoU)

between

**The Smart Cookie Rewards Private Limited
(SCRPL)**

and

**All India Council for Technical Education
(AICTE)**

This non-binding Memorandum of Understanding ("MOU") is entered into at AICTE office on Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, INDIA, effective as of 02nd July, 2019 by and between:

The Smart Cookie Rewards Private Limited, Smart Cookie / Protsahan Bharati is incorporated as Smart Cookie Rewards Pvt Ltd with its registered office at 55 Anmol Building, Prashant Society, Paud Road, Kothrud, Pune – 411038, Maharashtra. This MoU is being signed with Smart Cookie as a partner to facilitate various programs for Institutes, Students and Faculty enrolled in the AICTE approved academic institutions.

And

All India Council for Technical Education (AICTE), established under AICTE Act, 1987(52 of 1987, passed by both Houses of Parliament of India, having its registered office at Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070, India. The AICTE is constituted with a view to proper planning and coordinated development of a technical education system throughout India, the promotion of qualitative improvements of such education in relation to planned quantitative growth, and regulation & proper maintenance of norms and standards in the technical education system and for the matters connected therewith pertaining to the improvement of technical education.

Purpose:

This MoU between AICTE and Smart Cookie Rewards Private Ltd. will outline the collaboration to facilitate the various programs for Institutes, Students and Faculty enrolled in the AICTE approved academic institutions (degree).

1. Protsahan Bharati / Smart Cookie Real-time Student Teacher Rewards Platform;
2. 360 Degree Feedback Capture and Reporting System;
3. Internship Logging and Rewarding System;
4. Promote and Reward Swayam e-Learning Portal users;
5. Log and Reward for Institutional Innovation Council (IIC) activities;
6. Campus Radio to be used for Implementation, Student Engagement, Sports, Education and Employment. Campus Radio would be an IP radio station platform.



Context/ objective:

The AICTE is working towards the following:

1. Smart Cookie / Protsahan Bharati is a Student-Teacher reward platform where the Teachers reward their students for performing well in any day-to-day activity. Primarily, it is an effort to make the whole process of education more fun, interactive and most importantly, 'Rewarding' because a person who feels appreciated, will always do more than what is expected.
2. Capture 360-degree feedback of teachers for the 7th Pay Commission as directed by the Government of India by its Gazette Notification dated 1st March 2019.
3. The AICTE is planning to mandate internship for all the students enrolled in its approved academic institutions and wants to log the activities performed by the student and Reward them for participating and completing the internships.
4. MHRD along with the AICTE are setting up 1000 Innovation Centres at various affiliated institutions, the Council that has been set up to monitor the progress and implement this program wants to log the activities performed at these centres and reward the students participating in this program.
5. As part of the implementation strategy for the 360-Degree Feedback, Internship Logging and Rewarding and Smart Cookie /Protsahan Bharati Rewards Program. Campus Radio, an IP based Radio Station platform to be deployed and implemented where the Students would run the Radio channel, for the students and the programs available on the channel would be of the students.

The AICTE is exploring partnership with different stakeholders and has identified Smart Cookie as a potential partner. As a part of this MoU, both the parties hereto agree to the following respectively:



1. Protsahan Bharati / Smart Cookie:

- Protsahan Bharati / Smart Cookie with the help of the AICTE, shall get all the colleges affiliated under the AICTE to register their students and Teachers on Protsahan Bharati / Smart Cookie
- Will make all the necessary resources (Free applications, Counselling and Guidance) available to students registered through this partnership.
- Will create success stories of
 - The Colleges completing the 360-Degree Feedback for its teachers.
 - Students logging of internships activities successfully.
 - Gamification of Students / Teachers getting real-time rewards.
 - Colleges launching their Radio Channels
- Circulate these stories among other students through offline (newspapers) & online (videos/blogs posts on social media) media and appoint successful students/ colleges as ambassadors to help & guide their peers.
- There are no financial implications involved between the AICTE and the participating colleges to Smart Cookie for all basic services of the platform as a part of this MoU.
- However, for institution category of participating colleges, there may be a need of certain services which involve additional support to fulfil their needs, this may be provided for a fee as decided between the college management and Smart Cookie from time to time.
- Smart Cookie shall also sign a local MoU with the AICTE approved institutions for certain additional services provided and finalize the terms and conditions for such engagement.
- Smart Cookie will keep the data on server stationed in India.

2. All India Council for Technical Education (AICTE):

- Will acknowledge Smart Cookie as a Digital Platform for its benefits and services to the Institutions/Students/Faculty in all external communications to the institutions and general public, including official press releases.



- Will send out communications to academic institutions under its purview to inform / encourage/direct them to use Smart Cookie for various programs mentioned for their students / faculties.
- Will support media coverage to build awareness about the various programs among students by issuing press releases, testimonials or feedback of Institutions / Students / Faculty, success stories of students, trends & surveys from time to time

3. Miscellaneous:

- During the operation of this MoU, circumstances may arise which may call for the alteration, modifications, or amendments to this agreement. These modifications, alterations, or amendments will be mutually discussed and agreed upon in writing and attached to the main agreement as Annexures.
- Any modification to this MOU shall only be made by way of written document duly executed by representatives of both parties hereto
- Both parties will appoint a POC (Point of Contact) to handle communication and Initiatives under this MOU.

4. Resolution of dispute through Arbitration/Court of Law:

- a) All disputes relating to this MOU or claims arising out of or relating to this MOU or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to the Arbitrator who shall be appointed with mutual consent of both the parties. The arbitrator shall be appointed within a period of 60 days from date of receipt of written notice/demand of appointment of arbitrator from either party.
- b) The decision of sole arbitrator shall be binding on both the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi/ New Delhi.



- c) The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time when the references are made.
- d) Even then, if some dispute still remains to be resolved, in that case, the dispute shall be adjudicated before the Court of Law at Delhi/New Delhi.

5. Intellectual Property:

- Intellectual Property means all systems, process, procedures, propositions, descriptions, models, copyright, trademarks, trade secrets, patents, utility models, methods and other intellectual property rights recognized in any jurisdiction worldwide including all applications and registrations.
- All intellectual property brought-in / used by Smart Cookie for any of the activities / projects / platforms undertaken under this MOU shall belong to Smart Cookie at all times.
- The Materials provided by Smart Cookie are protected by copyright including without limitation by Copyright during the term of existing MOU.
- AICTE shall have approach to all provisions of technology of Smart Cookie for AICTE approved institutions during the term of the existing MOU.
- AICTE shall not use Intellectual Property that is in any way based on the systems, process, protocols, propositions and models of Smart Cookie, even though the AICTE may have amended and added to the foundation Intellectual Property.
- AICTE will not be precluded from entering into a MOU of this kind with any other Digital Platform for the general benefit of the Institutions / Students / Faculty etc.

6. Term and Termination:

- This Memorandum of Understanding will be operational and valid for 5 (Five) years from the date of signing or until the date of earlier termination. Upon

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completion of five years, the MOU may be renewed for the next five years after mutual consultation.

- Either party may terminate this agreement for cause by providing notice of at least 60 (Sixty) days in writing to the other party at the official address of communication with additional 30 days to cure the cause.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their representatives in duplicate, each party retaining one {1} copy thereof respectively.

Accepted and Agreed


For AICTE


By 
Name: Prof. Anil D. Sahasrabudhe
Title: Chairman, AICTE
Date: 02/07/19

For Smart Cookie

By 
Name: Avinash Kulkarni
Title: Chairman & CEO, Smart Cookie
Date:

Witness

By 
27/7/2019
प्रो. अलोक प्रकाश मित्तल / Prof. ALOK PRAKASH MITTAL
सदस्य सचिव / Member Secretary
अखिल भारतीय तकनीकी शिक्षा परिषद्
All India Council For Technical Education
(भारत सरकार का एक संवैधिक निकाय)
(A Statutory Body of the Govt. of India)
नेलसन मंडेला मार्ग, वसंत कुंज, नई दिल्ली-110070
Nelson Mandela Marg, Vasant Kunj, New Delhi-110070

By 
27/7/2019