

MEMORANDUM OF UNDERSTANDING

BETWEEN

IHUB ANUBHUTI-IIITD
FOUNDATION
(iHub-Anubhuti)

AND

ALL INDIA COUNCIL FOR
TECHNICAL EDUCATION
(AICTE)

29th July, 2023

This Memorandum of Understanding (“MOU”) is entered into on this day of 29th July, 2023 at New Delhi

By and between:

All India Council for Technical Education, a Statutory Body of Ministry of Education, Government of India, established under the All India Council for Technical Education Act, 1987(52 of 1987), having its headquarter at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070.

AND

IHUB ANUBHUTI-IIITD FOUNDATION (iHub-Anubhuti) having its corporate office at the Academic Block, Old Indraprastha of Information Technology Delhi, Shyam Nagar, Okhla Industrial Estate, Delhi 110020.

Hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS AICTE Act 1987 was constituted to provide for the establishment of an All-India Council for Technical Education with a view to proper planning and coordinated development of a technical education system throughout the country, 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.

WHEREAS iHub-Anubhuti was established by Indraprastha Institute of Information Technology (IIITD) as a **Section 8** company under the aegis of the **National Mission on Interdisciplinary Cyber-Physical Systems (NM-ICPS) of the Department of Science and Technology, Govt. of India** with an objective to create innovation-startup and incubation ecosystem and develop skilled human resource.

WHEREAS the Parties recognize the mutual interest in:

Undertaking joint research activities and academic interchanges on the basis of complementarity, synergies, reciprocity and mutual benefit. Promoting and conducting high-quality research to strengthen and accelerate the development of lifesaving prevention, treatment and management tools and solutions against the diseases that are of public health priority in India. Designing and/or delivering capability and capacity building programs for healthcare professionals.

1. Developing, faculty and student training programmes for skill development.
2. Re-skill training programs for AICTE affiliated to train and skill them in emerging areas by conducting 6-9 months of exhaustive training to make them ready to teach.
3. Conducting Quality Improvement Program.
4. Developing interdisciplinary collaboration Start-up Ecosystem: Yukti Innovation Challenge organised by AICTE from time to time.
5. The technology transfer council conducting assessments every quarter in collaboration.
6. Converting Student projects/ideas to products and services in collaboration with iHub.
7. **Innovation Centres** spreading across 10+ cities across India under the AICTE.

8. Grand Challenge topics to be identified jointly and problem statement can be identified.
9. AICTE Connect Magazine will feature regular article from iHub Anubhuti.

SECTION 1

GENERAL SCOPE

1. This MOU establishes the general framework of intended collaboration for promoting and **conducting joint academic and training programs and innovations**. The Parties agree to execute separate agreements for specific projects for conducting research in identified areas.
2. The Parties intend to strengthen their collaboration, in conformity with the mission and objectives of each Party, to cover, inter-alia, the following:
 - a. Joint training, fellowships, exchange visits, knowledge and technology transfer for cross-learning, capacity building for recruiting and developing a diverse group of students, researchers and innovative leaders in technology.
 - b. Developing, prototyping and deploying innovative solutions based on technology advancements and sharing Intellectual Property leading to Commercialization/Start Up
 - c. Exchange of information of mutual interest from time to time.
 - d. Organize workshop, conferences, meetings, including but not limited to education, advocacy and creating an enabling environment.
 - e. Facilitate knowledge sharing and communication among academicians, institutions and different incubation and innovation centers.
 - f. Explore joint infrastructure and resource mobilization efforts.
 - g. Any other area as mutually decided between the Parties if and to the extent consistent with applicable statutes, regulations and policies.

Parties agree to that the implementation of each part and other details will be addressed by executing appropriate agreements as and where needed.

3. The Parties may collaborate in any other manner as by mutual arrangement (or as determined jointly). All activities described in and/or pursued by the Parties under this MOU are subject to the availability of personnel, resources and funds. The MOU imposes no obligations whatsoever on the Parties, including funding obligations.

SECTION 2

RESPONSIBILITIES OF THE PARTIES

AICTE will enable:

- a. Engagement with relevant stakeholders, start-ups, innovation centers and other relevant AICTE institutions for accelerating academic/innovation initiatives and Grand Challenges.
- b. Joint development and delivery of various capacity and skill building initiatives.
- c. Arrangement for series of structured joint workshops, mentoring programs and academia-industry interactions for capacity building.
- d. Formulation and conduct of research and publications using the technology and information gathered from joint projects.

- e. Facilitation of collaborative research by sharing of data, resources and knowledge arising from it.
- f. Identification of pre-production performance conceptually.

SECTION 3

MONITORING AND EVALUATION

1. The Parties intend to establish a Joint Steering Committee (JSC) to further elaborate the details of cooperation and to oversee the implementation of this MoU. The JSC is intended to be used for outlining the development of strategic plans for collaboration, recommending areas and topics for joint activities, developing collaborative research project solicitations, facilitating the expedited review and clearance of collaborative proposals, fostering other joint activities to advance monitoring of specific programs or projects, defining the financial, operational and administrative terms of cooperation and arranging any required supplementary agreements.
2. The members of the JSC shall be identified by the Parties, and a co-chair may be chosen by each side. The Parties shall decide on the number of members, which shall be no less than four (two selected by each Party). The JSC may meet regularly via videoconference, teleconference, web-assisted conference, or in face-to-face meetings when both Parties agree. Notwithstanding the foregoing, the Parties intend the JSC to meet at least once a year, or at any time agreed upon by the Parties, to review the implementation of the MoU. In certain circumstances if a meeting cannot be held, the Parties intend that JSC members shall exchange documents in lieu of such meeting. The composition of the JSC and venue for its meeting may be mutually decided upon by the Parties.

SECTION 4

COMPLIANCE

1. The Parties recognize that the ethical and proper conduct and administration of joint research programs, projects and activities must be compliant with all pertinent rules, regulations, policies, procedures and laws of the Government of India, state government and other funding sources. These policies include, without limitation, institutional, as well as national and international policies and standards that apply to effort certification, cost accounting standards, regulations, data privacy and protections and other applicable laws on the protection of human subjects as well as transfer of human data and biological material in any research, conflict of interest in research, institutional and individual relationships with vendors, academic misconduct, and nepotism.
2. The Parties agree that, in fulfilling their respective obligations and duties under this MoU, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.
3. The Parties to this MoU are committed to compliance with Indian laws and laws of other countries that are, or may be, of potential relevance, including all laws applicable to one or both of the Parties relating to bribery, money laundering and/or corrupt payments, including, (a) India Prevention of Corruption Act (PoCA), (b) Indian Penal Code, (c) Foreign Contribution (Regulation) Act, (d) Prevention of Money Laundering Act, (e) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any

government official or any other person (collectively referred to as the “Anti-Corruption Laws”).

SECTION 5

SETTLEMENT OF DISPUTES

Any and all disagreements/differences / disputes arising hereunder shall be resolved amicably by the designated senior executives/officers of the good offices of both Parties. This MoU contains the entire understanding between the Parties hereto and supersedes all prior arrangements, understandings, and agreements, written or oral, on the subject hereof. Any part of this MoU which is not enforceable due to any reason whatsoever will be deemed to be inoperative and the rest of the MoU will continue to be valid and binding on the Parties hereto.

If any disagreement/difference/dispute still remains unresolved in that event it shall be resolved as per the provisions contained in the Office Memorandum No. 334774/DoLA/AMRD/2019, dated 31 March 2020, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

SECTION 6

APPLICABLE LAWS

The Parties intend to perform all activities conducted pursuant to this MoU in accordance with the respective laws and regulations of India.

SECTION 7

TERM and TERMINATION

1. The MoU shall have a term of five (05) years from the date of execution. It is understood that this MoU may be subject from time to time to revision or modification by mutual agreement in writing. Furthermore, any Party may terminate the MoU unilaterally with sixty (60) days prior written notice to the other Party(ies) in whole or in part as deemed prudent by any Party in its sole discretion. If the MoU is terminated neither Party shall be liable to the other for any monetary or other losses that may result. However, parties agree to complete the ongoing collaboration which are in process/progress for promoting and conducting research until they are completed in terms so the respective agreement within the spirit of this MoU.
2. This MoU is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of the institutions involved and to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either institution, or may any constraints be imposed by upon the other.

SECTION 8

CONFIDENTIALITY

1. “Confidential Information” means all non-public information that is marked as “confidential” or is otherwise designated by one party to the other party as confidential and which is disclosed by one party (“Disclosing Party”) to the other party (“Recipient Party”), including but not limited to personally identifiable information. The Recipient Party agrees to employ reasonable efforts to maintain the confidentiality of the Confidential Information, such efforts to be no less than the degree of care employed by

- the Recipient Party to preserve and safeguard its own confidential information, provided that the Recipient Party shall use at least reasonable care. The Confidential Information shall not be disclosed or revealed to anyone except to employees, agents, students and affiliates of the Recipient Party who have a need to know the Confidential Information and who have been informed of the confidential nature of the information.
2. The Recipient Party shall use the same level of care in protecting and securing Confidential Information as it uses for its own information of like kind and quality, but in no case shall the Recipient Party use less than a reasonable standard of care in protecting and securing Confidential Information. The Recipient Party acknowledges and agrees that said reasonable standard of care shall include, at a minimum, (a) restrictions on physical access to hard copies of Confidential Information of the Disclosing Party and to computers, storage media, or other devices that contain Confidential Information; and (b) industry standard technological safeguards to authenticate users and prevent unauthorized access and other intrusions. Additional security requirements may apply if Recipient Party is receiving any patient or student information.
 3. For purposes of the MoU, Confidential Information shall not include information that (i) is or becomes publicly and generally known through no fault of Recipient Party; or (ii) can be established by Recipient Party to have been known to Recipient Party at the time of receipt; or (iii) is received by Recipient Party from a third party who is not bound by any obligation of non-disclosure. Recipient Party may disclose Confidential Information to the extent required by a court order or other legally obligatory request or demand, provided, however, that: (A) Recipient Party shall promptly notify the Disclosing Party of any such order, request, or demand; (B) Recipient Party shall refrain from disclosing any Confidential Information during the pendency of any motion or other legal request by disclosing party to prevent or narrow the scope of any order, request, or demand; (C) Disclosing Party shall disclose only as much Confidential Information as is legally required; and (D) Disclosing Party shall designate any Confidential Information disclosed as "confidential" pursuant to any applicable protective order or other equivalent mechanism for restricting disclosure of information.
 4. Upon request from the Disclosing Party, the Recipient Party shall, at the Disclosing Party's election, either return to the Disclosing Party or permanently and securely destroy all Confidential Information in Recipient Party's possession or control, including all print, electronically stored, or other copies thereof with a written confirmation and undertaking to Disclosing Party in this regard.

SECTION 09

MISCELLANEOUS

1. The MoU shall be referenced in any program agreement executed between the Parties. Further agreements concerning any program shall provide details concerning the specific commitments made by and obligations of each Party.
2. This MoU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The MoU is the sole agreement between the Parties concerning the subject matter hereof and shall not be altered or amended except in writing duly executed by all Parties. Should any part or provision of this MoU, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this MoU had been executed with the invalid or illegal

portions thereof eliminated.

3. The Parties shall pursue the objectives of this MoU on the basis of non-exclusivity. Neither the Parties, nor their affiliates, employees or agents shall be restricted from making any arrangement or agreement with any third party relating to any related research.
4. Neither Party may issue a press release or otherwise disclose the existence or terms of this MoU without the prior written consent of the other Party; provided, however, that once the existence or any terms or conditions of this MoU has been publicly disclosed in a manner mutually and reasonably agreed-to by the Parties, either Party may republish the facts previously disclosed without the prior consent of the other Party.

IN WITNESS WHEREOF, the undersigned hereby execute this Memorandum of Understanding (MoU) as of the dates written below.

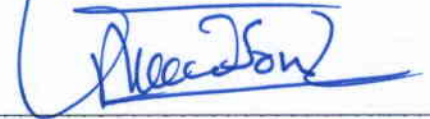
For and on behalf of IHUB ANUBHUTI-IIITD
FOUNDATION



Name: Sh. Saurabh Kumar Chaubey
Designation: Chief Executive Officer



For and on behalf of AICTE



Name: Dr. R K Soni
Designation: Advisor -II (Admin) Dr. R K Soni

