

ALLIANCE MEMORANDUM OF UNDERSTANDING (MOU)

Between

NewGen IEDC, GLA University
AB-9, NH-2, Mathura, Uttar Pradesh-281406, INDIA

And

JSSATE- Science & Technology Entrepreneurs' Park, Noida (JSSATE-STEP)
JSSATE Campus, C-20/1, Sector 62,
NOIDA, Uttar Pradesh-201301, INDIA

DECLARATION

This MOU is made on the 4th day of October, 2019 ('Effective Date') at **Mathura, Uttar Pradesh** between

NewGen IEDC GLAU, Mathura, having its office situated at Academic Block 9 (AB-9), GLA University Campus, NH-2, Mathura, Uttar Pradesh-281406, India, an integral part of GLA University, Mathura, and hereinafter referred to as "**NGIEDC-GLAU**", Mathura of THE FIRST PART

AND

JSS ATE STEP, a Business Incubator established under Companies Act, incorporated under Society Act 1860, having its registered office at JSS Academy of Technical Education, C- 20/1, Sector 62 NOIDA, Uttar Pradesh-201301, and hereinafter referred to as "**JSS STEP**" NOIDA of THE SECOND PART.

NGIEDC-GLAU and JSS STEP shall collectively be referred to as the "Parties" and individually as the "Party".

WHEREAS **NGIEDC-GLAU** and JSS STEP share the common goal of promoting Start-ups and Entrepreneurship in their respective regions and spheres of influence, and mutually seek the opportunity to pursue projects of common concern in a variety of areas through this MOU.



Now it is duly communicated and hereby agreed by and between the Parties as follows:

(1) Our Mission

NGIEDC-GLAU

NGIEDC-GLAU, having been jointly promoted by NSTEDB, Department of Science & Technology, Government of India and GLA University, Mathura, in 2017, provides a nurturing environment to startups in Mathura and surrounding areas. It aims to unlock the entrepreneurial potential in this region and turn innovative ideas into products. NGIEDC-GLAU seeks to train and mentor the Indian youth through capacity building measures. NGIEDC-GLAU aims to become, by 2025, a vibrant hub of entrepreneurial activity in the North Indian region, such that local entrepreneurs drawn from students, faculty, staff and other local communities are able to incubate, nurture and grow business ideas into full-fledged companies with a significant market presence.

NGIEDC-GLAU has been set up with a vision to catalyze and promote development of knowledge-based and innovation-driven enterprises and to promote employment opportunities amongst youth, especially students.

The key objectives of NGIEDC-GLAU include:

1. Mentoring start-ups that will create products and services in specific and relevant sectors
2. Promoting discussion forums
3. Spearheading capacity building, knowledge creation and dissemination of knowledge in the field of innovation and entrepreneurship

NGIEDC-GLAU is governed by an independent advisory board chaired by the Director, GLAU and draws members from Government of India, Department of Science and Technology (DST) and other industry sectors.

1.1 JSSATE- STEP

JSS STEP is engaged in promotion of entrepreneurship and acts as a catalyst in business establishment and success of the business ventures incubated with it;

JSS STEP Information Technology Business Incubator is India's first incubator, funded by DST under its STEP scheme. We have graduated over 90 start-ups and are currently incubating over 30, with 6 successful exits. The aim of the business incubator is to invite, enable and develop the start-ups through sharing know-how, mentorship, connections and investments. We have consistently been doing the same for many years now.



JSS IT Business incubator is backed by JSS Mahavidhyapeetha, Mysore – which runs and manages 300+ educational institutions in India and Abroad.

(2) Purpose and Alliance benefits.

The purpose of this MOU is to facilitate coordination between the Parties in matters of common interest as set forth in Sections (3) and (4) of this MOU.

(3) Scope

The Parties intend to combine efforts to achieve their common objectives of addressing areas under promoting Start-ups and Entrepreneurship through this alliance. To this end, the Parties expect to cooperate on initiatives within areas of common concern, and to work together on projects that reflect their shared values within the potential areas of cooperation described in Section (4) of this MOU.

(4) Areas of Cooperation

- 4.1 JSS STEP and NGIEDC-GLAU will mutually share their network resources towards building a stronger and vibrant incubation ecosystem. Both the Parties will share and connect to their networks and partner institutions to extend support to each other.
- 4.2 JSS STEP and NGIEDC-GLAU are mutually agreeing to enter into *Co-Incubation* by extending Infrastructure, manpower, mentors, programmes available at the disposal of both the Parties at mutually agreeable terms and conditions.
- 4.3 JSS STEP and NGIEDC-GLAU are mutually agreeing to enter into *Joint Incubation* by agreeing on jointly identified viable ventures which can be jointly incubated/ funded/ supported/ mentored. All processes and due diligence will be done as per the laid down procedures and norms of the respective Parties. In case of equity or other charges taken from the startups for incubation, JSS STEP and NGIEDC-GLAU will share the same on mutually agreed arrangement on case to case basis.
- 4.4 JSS STEP and NGIEDC-GLAU will share/ partner in their incubation programmes, infrastructure resources, funding programmes and partner networks for mutual support and for benefit of the incubatees.
- 4.5 JSS STEP and NGIEDC-GLAU will work together to identify start-ups aligned to mutual interest areas and share relevant leads with each other.
- 4.6 NGIEDC-GLAU and JSS STEP will also organize joint training and capacity building programme, events (such as workshop, boot-camps, hackathons, idea pitching, seminars, conferences etc.).



- 4.7 JSS STEP and NGIEDC-GLAU will cooperate on pooling up the knowledge resources and technical experts and expertise available with the respective parties for the benefit of their start-up ecosystems.
- 4.8 NGIEDC-GLAU and JSS STEP will run joint programmes, events, consulting projects and research work on mutually agreed terms on case to case basis.

(5) Designated Points of Contact

Each Party has appointed a primary point of contact and liaison (hereinafter called the "Relationship Manager") responsible for the management and development of the relationship between the Parties under this MOU as follows:

<p>for NGIEDC-GLAU, NewGen IEDC, GLA university, Mathura (NGIEDC-GLAU)</p>	<p>For JSS STEP, JSS Science and Technology Entrepreneurs Park (JSS STEP)</p>
<p>Name: <i>Manoj</i> Dr Manoj Kumar Designation: Chief Coordinator Email: manoj.kumar@gla.ac.in</p>	<p>Name: <i>Ashish</i> Ashish Jain Designation: CEO Email: ce@jssstepnoida.org</p>

Any Party may, by written notice to the other Party, designate additional or substitute representatives for the purposes of this MOU.

(6) Consultation, Publicity and Confidentiality

- 6.1 The Parties intend to keep each other informed periodically regarding matters of activities related to this MOU in such format as may be agreed between the Parties.
- 6.2 The Parties expect to collaborate in the development of outreach and educational materials for external audiences, regarding the MOU and related activities. The Parties should obtain each other's approval prior to the issuance of any publicity related to activities under this MOU.
- 6.3 Subject to the laws that apply to each Party, the Parties should respect the confidential information and confidentiality policies of the other, with the understanding that the Parties intend to publicize the activities and objectives of this MOU without disclosing any confidential or proprietary information of any other Party.

(7) Duration and Termination

- 7.1 **Duration:** This MOU will be operational from the Effective Date, and shall remain in effect for two years therefrom.

Ashish

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7.2 **Termination:** Either Party may terminate this MOU with 30 days' written notice to the other Party. This MOU may also be terminated by mutual consent of the Parties.

(8) Financial Engagements

This MOU intends to allow the Parties to initiate any programmes, activities and events that require any financial engagements as per the mutual understanding between the Parties in writing.

(9) Other Matters

9.1 **Dispute resolution:** The Parties will attempt to amicably resolve any dispute over the interpretation of any provision(s) of this MOU, failing which the matter shall be resolved by arbitration of a Sole Arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be NOIDA, Uttar Pradesh.

9.2 **Costs:** Each Party accepts full responsibility for any and all expenses incurred by such Party relating to this MOU. No Party is responsible for any expenses incurred by any other Party. Similarly, any income generated by any of the Parties through this exercise, will be accounted for independently without any sharing.

9.3 **Reservation of Rights:** The cooperation described in this MOU is not to be construed as a partnership or any other type of legal entity. Nothing in this MOU is to be interpreted as superseding or interfering with any agreement or contract entered into between the Parties, either before or after the signing of this MOU. The Parties specifically acknowledge that this MOU does not constitute an obligation of funds, nor does it create a legally binding commitment by any Party, nor does it create any rights in any third party, nor it is legally binding on any Party.

No Party shall have any authority to bind the other Party otherwise than this MOU or shall be deemed to be an agent of the other in any way.

9.4 **Counterparts:** This MOU is executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

9.5 **Authorisation:** The persons signing this MOU on behalf of the Parties represent and covenant that they have the authority to so sign and execute on behalf of the Party for whom they are signing.




9.6 **Further Assurances:** The Parties shall from time to time execute and deliver such further documents and do all acts and things as the other Party reasonably requires to effectively carry on the intent and meaning of this MOU.

9.7 **Amendments:** No modification or amendment of this MOU, including extending its duration, shall be valid unless made in writing and duly signed by both the Parties.


IN WITNESS WHEREOF the Parties have caused this MOU to be duly executed on the Effective Date and the place first above

For & on behalf of NGIEDC-GLAU




Name : Dr. Manoj Kumar
Designation : Chief Coordinator
Place : Mathura
Seal Prof Manoj Kumar
NewGen IEDC- GLA University, Mathura


For & on behalf of JSS ATE STEP



Name : Mr. Ashish Jain
Designation : CEO, JSS STEP
Place : NOIDA
Seal

In Presence of WITNESSES:


Witness (Name & Address)
1. Dr A.K. Gupta
Dean - Academic Affairs
GLA University, Mathura
2. Pushkar
Mr PUSHKAR SHARMA
Asst. Director (International Affairs)

Witness (Name & Address)
1. 
Nitin Kulkarni
GLA University, Mathura
2. Krishan
KRISHAN AGRAWAL
G.L.A.U Mathura,