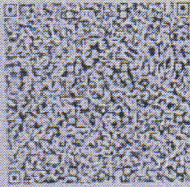


## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL22389950169252U
Certificate Issued Date	: 28-Nov-2022 11:55 AM
Account Reference	: IMPACC (IV)/ dl1005503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL100550320436617519447U
Purchased by	: BHARATI VIDYAPEETHS COLLEGE OF ENGINEERING DELHI
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BHARATI VIDYAPEETHS COLLEGE OF ENGINEERING DELHI
Second Party	: NASSCOM FOUNDATION
Stamp Duty Paid By	: BHARATI VIDYAPEETHS COLLEGE OF ENGINEERING DELHI
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please Write or type below this line



**PRINCIPAL**  
Bharati Vidyapeeth's  
College of Engineering  
A-4, Paschim Vihar,  
New Delhi-63



**Memorandum of Understanding**  
Between  
**NASSCOM Foundation**  
And  
**Bharati Vidyapeeth's College of Engineering, New Delhi**  
For  
**Ciena Spaces Cohort 2**



A handwritten signature in blue ink, appearing to be "N. Bhatnagar", is written over a light green rectangular background.

A handwritten signature in blue ink, appearing to be "Dr. Arun Kumar", is written over a light green rectangular background.

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A-4, Paschim Vihar,  
New Delhi-63



This Memorandum of Understanding is made at Delhi on 30<sup>th</sup> November, 2022

**BETWEEN**

**NASSCOM Foundation**, a charitable trust registered under the Indian Trust Act, 1882 having its office at A1-125, 3rd Floor Safdarjung Enclave, New Delhi 110021, (hereinafter referred to as '**NF**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), of the **ONE PART**.

**AND**

**Bharati Vidyapeeth's College of Engineering**, New Delhi (BVCOE) established in 1999 is affiliated to Guru Gobind Singh Indraprastha University, New Delhi, and approved by All India Council for Technical Education (AICTE), Ministry of HRD, Govt. of India, having its campus at A-Wing, A-4, Paschim Vihar, New Delhi-110063 (hereinafter referred to as "**The College**", which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include successors, representatives and permitted assignees) of the **SECOND PART**.

**NF** and **The College** shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**", as the case may be.

**WHEREAS:**

- A. NF has partnered with The College for implementing a skilling and entrepreneurship opportunity for students of The College through a Makerspace program funded by Ciena (hereinafter referred to as "Ciena Spaces").
- B. NF is authorized to implement this program and The College is interested in implementing this program for its students
- C. In view of the above, the Parties being desirous of recording the terms and conditions on which NF shall implement the program, and The College shall support for the purposes set forth herein, have decided to execute this AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**PROGRAM DESCRIPTION**

The objective of the Ciena Spaces program is to create a framework to maximize activation amongst students and give them an opportunity to understand and study aspects of the emerging technologies through on-line and hands-on learning and gain competitive strength to address social challenges more effectively through technology.

Ciena Spaces will look to create tech-social entrepreneurs from the students in The College. The main objectives of the program will be:

- Create Practical Skills for a digital age
- Create Local innovations for local needs
- Turn future employment seekers into current employment generators
- Bring new-age innovation to markets



### **The College Responsibilities:**

- 2.1 Shall appoint a person as the SPOC for the program to co-ordinate all program activities with NF.
- 2.2 Shall appoint the initial student body for the program comprising of 3-5 members to co-ordinate outreach and program activities with NF and the SPOC.
- 2.3 Shall support NF in creating an awareness of the program among students to enrol in the program.
- 2.4 Shall support NF in launching the program in the campus using social media, roadshow or by any other means suitable.
- 2.5 Shall act as the first level of information source for the students interested in the program and connect such students with NF for further enquiry.
- 2.6 Shall give its inputs in selection of students into the program keeping the program objective and outcome in mind.
- 2.7 Shall voluntarily help the program team to monitor the progress of the program and resolve challenges in the program.
- 2.8 Shall provide on-ground logistics support to NF in conducting events. All costs of such events shall be borne by NF.
- 2.9 Shall provide a work space to selected students to work on their start-up ideas.
- 2.10 Shall mentor the students and guide them on their projects as per the arrangement designed by NF.

### **NASSCOM Foundation Responsibilities:**

- 3.1 NF shall appoint a Program Manager to manage the program.
- 3.2 NF shall be responsible for designing, implementing and overall management of the program.
- 3.3 NF shall fund all expenses of the program.
- 3.4 NF shall ensure that students are provided appropriate mentoring to facilitate their growth into potential start-ups.
- 3.5 NF shall bring in industry experts to mentor students and manage the mentors' roster.
- 3.6 NF shall keep a track of all teams of the program and create suitable pathways for them to learn and deliver.
- 3.7 NF shall create jury of competent professionals to evaluate the applications and start-up ideas of students through the life cycle of the program.
- 3.8 NF shall seek support from The College wherever it shall be necessary for the effective implementation of the program.
- 3.9 NF shall ensure that final selected teams are awarded the prize money/seed-funding to support in their start-up journey.
- 3.10 NF shall promote this program and its partnership with The College on social media posts related to this program.

### **OUTGOINGS**

- 4.1 NF shall bear expenses related to the program which include:
  - 4.1.1 Expenses related to marketing campaigns and social media that are managed by NF
  - 4.1.2 Expenses incurred on organizing mentorship session for teams selected in the Cohort as per the event calendar planned by NF



4.1.3 Expenses incurred during prototyping of the selected solutions which have been approved by NF in advance

4.2 NF shall reimburse The College any expense incurred in the program provided such expenses were agreed upon and approved by NF in advance provided all the supporting and documentations are provided.

#### TERM

- 5.1 This MOU shall be effective from the 30<sup>th</sup> November, 2022 until 30<sup>st</sup> September 2023, unless extended further in writing by both the parties.
- 5.2 Extension of this MOU is subject to the mutual consent between both the parties and that such extension can be though appropriate exchange of signed letters or emails by both the parties.
- 5.3 Both parties agree that any such extension of term of the MOU shall not have any commercial implication.
- 5.4 Both parties agree that non-extension of the term of the MOU shall not have any commercial or financial implication, unless the context otherwise requires.

#### General terms

- 6.1 Indemnification: Both parties agree to indemnify each other and hold the other party harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent, and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees, as related to the terms of this MoU.
- 6.2 Waiver: The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either Party of its right to terminate this MOU or to enforce any provision of this MOU for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.
- 6.3 Severability: If any section or paragraph, or part thereof, of this MOU or any document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws effective during the term of this MOU, then it is the intention of the Parties that the remainder of the MOU, or any document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this MOU to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the MOU, or enter into suitable amendatory or supplementary MOUs, as will best preserve for the Parties the benefits and obligations under such provision.
- 6.4 Amendment of MOU: The terms and conditions contained in this MOU may be amended or modified only with the mutual consent in writing of both Parties.
- 6.5 Relationship: The relationship between the Parties is that of principal to principal. Nothing in this MOU shall be taken as constituting a Party an employee or agent of the other Party. The Parties undertake that none of their respective employees and staff shall be construed in any manner, either expressly or by implication, as the employees or agents of the other Party and the other Party shall not be liable in any manner whatsoever for any claims, demands and the like made by them.



*[Signature]*

*[Signature]*

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New Delhi-63



6.6 Limitation of Liability: Except for the indemnification obligations, both parties agree that the liability would be limited to the amount of actual transactions between the two parties

## 7 Intellectual Property Rights

Neither Party shall be entitled to use the trademarks, logos or any intellectual property belonging to the other Party and its affiliates in any manner without prior written approval from the other Party. All the content that is created in the program shall be owned by NF.

## 8 Notices

Any notices under this MOU will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this MOU. Such notice will be effective upon its receipt by the addressee.

## 9 Force Majeure

9.1 Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

9.2 Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, pandemic or epidemic, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

## 10 Governing Law and Jurisdiction:

10.1 This MoU shall be governed by the laws of India and the parties to this MoU hereby agree that the Courts at Delhi shall have exclusive jurisdiction to try any dispute or difference arising between the parties out of this MoU and the parties further agree that no other Courts shall have jurisdiction to decide any dispute between the parties, arising out of this MoU.

10.2 In case the parties to this MoU commit any breach of the terms and conditions of this MoU or violates any statutory provisions or any Government or statutory guidelines or any guidelines issued by the controlling authority, then, in addition to any other remedy available as per law, the other parties shall have the right to terminate this MoU by serving at least 15 days written notice to the other parties. However, on such termination, all the parties shall continue to be liable to each other for completion of their mutual rights and obligations under this MoU, which were there on the date of the termination of this MoU.



11 **Termination**

Notwithstanding anything contained in this MOU, in case of termination or expiry of the Memorandum of Understanding dated April 1<sup>st</sup>, 2022 between NASSCOM Foundation and Ciena, the donor under which NASSCOM Foundation in collaboration with Ciena has developed the Ciena Spaces Program and by virtue of which this MOU has been entered into, it will automatically lead to the termination of this Agreement.

IN WITNESS WHEREOF, to show their assent, the duly authorized representatives of the parties hereto have signed the MoU and set their seals as below: -

For and on behalf of

**NASSCOM Foundation**



Sign & Stamp: .....

Name: Nidhi Bhasin (CEO)

Date: 30-11-2022

For and on behalf of

**Bharati Vidyapeeth's College of Engineering, New Delhi**

Sign & Stamp: .....

Name: Prof. (Dr.) Dharmender Saini (Principal)

**PRINCIPAL**

Date: 30-11-2022

**Bharati Vidyapeeth's  
College of Engineering  
A-4, Paschim Vihar,  
New Delhi-63**