

MEMORANDUM OF UNDERSTANDING

Between



Startup Stairs Private Limited

(Supported by Startup India Seed Fund Scheme (SISFS), Department for Promotion of Industry and Internal Trade, Govt. of India)

AND



ACIC-SGT University, Gurgaon

(Supported by Atal Innovation Mission, NITI Aayog, Govt. of India)
**SGT University, Gurgaon-Badli Road Chandu, Budhera, Gurugram,
Haryana 122505, India**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement is made on 16th Jan, 2024 at Gurugram, Haryana.

BETWEEN

STARTUP STAIRS PRIVATE LIMITED, a Company incorporated, registered and regulated under the Companies Act, 2013 with CIN No. U80902HR2019PTC081860, and having its registered address at T-7-12, PH1, Tower-7, near Basai Chowk Takshila Heights, Sector-37c Gurugram, Haryana-122006, which is (hereinafter referred as "Start Up Stairs" which expression shall, unless inconsistent with the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRST PART

And

ACIC-SGT University, having registered office at SGT University, Gurgaon-Badli Road Chandu, Budhera, Gurugram, Haryana 122505, India, a Section 8, Not-for-profit legal entity, supported by Atal Innovation Mission, NITI Aayog, Govt of India. Established in June, 2022 with the purpose of supporting and promoting of entrepreneurship, start-up creation and employment generation via research, skill development, innovation, incubation, acceleration, investments, consultancy, and product development. of the Second Part;

AND WHEREAS, Startup Stairs aims to foster the culture of Innovation and entrepreneurship by supporting technology-based start-ups & developing an ecosystem which is conducive for innovation, where start-ups and new ventures thrive and Promotion of Start-ups / Angel Funding.

AND ACIC-SGT University is Government supported and Community innovation center working with the aim to support the creation of a vibrant and high impact entrepreneurial ecosystem focused on innovation in key sectors which lead to inclusive and sustainable techno-socio-economic development of India.

AND WHEREAS both the parties, recognizing the respective strengths of the two organizations desire to work together in the field of Sharing a common desire to extend and strengthen the functional relationship between **Startup Stairs** and ACIC-SGTU, we the undersigned, mutually agree to share existing facilities and available expertise at our respective institutions, viz. **Startup Stairs** and ACIC-SGTU;

For Startup Stairs Private Limited



Authorised Signatory

1. Startup Stairs AND ACIC-SGTU SHALL JOINTLY WORK ON THE FOLLOWING OBJECTIVES

- a) The major objective is to establish a close linkage and functional coordination between **Startup Stairs** and ACIC-SGTU for mutual cooperation towards the advancement of knowledge of the Startup, Innovators, employees, faculty, scholars and students of both the institutions.
- b) Startup Stairs and ACIC-SGTU will both provide intellectual and infrastructure support for carrying out technological research in collaboration in the areas of mutual interest. A prior approval of each research activity under such collaboration is required from the competent authorities of both the organizations.
- c) Startup Stairs and ACIC-SGTU will encourage and provide facilities to innovators/entrepreneurs/start-ups of both the institutes to explore and prepare joint proposals on thrust areas for funding.
- d) Startup Stairs shall provide mentorship/technical/financial support to innovators/start-ups of ACIC-SGTU as per the institutional policies.
- e) Startup Stairs and ACIC-SGTU may jointly organize Seminars/ Workshops/ Conferences/Startup Summit/Hackathons/Outreach/Capacity building and short-term training Programmes on the topics of mutual interest.
- f) Startup Stairs and ACIC-SGTU will allow each other to use the name and logo as a Partner solely for the purpose of promoting the startup ecosystem.

2. Proposed Modes of Collaboration

- a) The Parties agree to collaborate and jointly deliver, awareness camp, education, training, IPR awareness and Assistance and skilling programs that help innovators, entrepreneurs, technologists, executives, start-ups and MSME to develop their ideas, launch their products, and accelerate the growth of their companies.
- b) The parties will endeavor, to the extent possible, to support and cooperate with each other to
 - i. Facilitate and support delegation visits to respective Authorities Ecosystems.
 - ii. Supporting the launch of respective start-ups
 - iii. Provide industry connect to respective start-ups.
 - iv. Provide investor connect and investment support to respective start-ups.
 - v. Provide the infrastructure support for conducting events and meetups.
 - vi. Provide office space and infrastructure support to startup.

For Startup Stairs Private Limited



Authorised Signatory

- vii. Assist in scaling up of startups.
 - viii. Provide subsidized pricing for startups recommended by ACIC-SGTU towards Industrial Design, prototyping of recommended startups products at the Auto Cluster Development and Research Institute.
- c) Conduct Grand Challenges, Events, Education programs, Knowledge exchange programs, workshops and curricula relating to assistive technology start-ups. This may include facilitating and enhancing cooperation between relevant parties such as technological institutions, universities/research institutions, technology experts, and government agencies.
- d) Support the promotional activities through the respective social media for jointly events/initiative of startup incubated at ACIC-SGTU and Startup Stairs,

e) Scope of Co-Incubation –

- i. Refer the startups working on the assistive technology for the Healthcare, Agriculture, Food processing and Social Innovation sector to ACIC-SGTU who are incubated at the Startup Stairs towards co-incubation and Vice-versa.
 - ii. Encourage exchange of domain expertise and mentors for the benefits incubatees at both incubation Centre.
 - iii. Providing the startups recommended by the ACIC-SGTU access to Startup Stairs top of the line machineries at subsidized costs and support towards connects to extend network for large scale production and vice-versa.
 - iv. Nurturing the startups recommended by the either party to build quality products and extend support towards strategy/marketing.
 - v. Connect the startups recommended by the ACIC-SGTU/Startup Stairs with VCs and other investors for funding.
- f) Collaborate towards joint submission for International projects and sponsored research opportunities.
- g) Any other appropriate mode of interaction agreed upon between ACIC-SGTU and Startup Stairs,

3. Terms and Conditions

- a) This MoU takes effect from the date first written above and will continue to have effect for a three year term starting **16th Jan, 2024**.
- b) The Parties may review the operation of this MoU and may amend its terms as required at any time upon the mutual consent of both parties by means of a written instrument.
- c) Either party may seek to terminate this MOU by serving thirty (30) days written notice to the other Authority.



- d) In the event of the termination of this MoU, Confidential Information obtained under this MoU will continue to be treated in the manner set out under para 3 for 18 Months following the date of termination of this MoU.
- e) Use of Startup Stairs infrastructure, facilities and labs by ACIC-SGTU and its entrepreneurs will be allowed for limited time period, as per availability and prior approval, and ACIC-SGTU incubation and maker's space will be available for Startup Stairs incubatee for limited time period, as per availability and prior approval.
- f) ACIC-SGTU will organize events like Idea Competition, Innovation awards, Project Competition, Conference, courses, training, Hackathons, and workshops in association with Startup Stairs to promote innovation and entrepreneurship and Vice-versa.
- g) One entrepreneurship awareness camp and one 3 day startup boot camp once annually will be organized. Also, annual startup festival and startup internship fair will be organized.
- h) Both parties will provide support for commercialization of prototypes/projects/patents/products developed under incubated startups .
- i) ACIC-SGTU and Startup Stairs both will provide one single point of contact (SPOC) person for coordination.
- j) Startup Stairs will provide operational guidance and support in terms of developing the strategies and programs for identification of start-ups, launching of programs, hiring of staff, measuring of performance, complying with the government grant agency requirements, etc and vice versa.
- k) Startup Stairs will support Incubated Startups for extensive access of industry network, investor and corporates also where possible and applicable access will be provided to international programs and startups and vice versa.
- l) Both parties shall work to help bridge the gap between academia, industry and start-up and contribute to the development of an effective business incubation process and its related education ecosystem.
- m) This MOU may be renewed by mutual written agreement of Startup Stairs and ACIC-SGTU at any time.

4. Duration of MOU

This MoU, unless extended by written mutual consent of the Parties, shall expire in three years after the effective date specified in the opening paragraph

5. Coordinators

Both parties will designate persons who will have responsibility for coordination and implementation of this agreement.

For Startup Stairs Private Limited



Authorised Signatory

Startup Stairs

Name: Prashant Sharma
Email: pm.prashant@startupstairs.in
Phone: 9459385806

ACIC-SGTU

Name: Mr. Rishi Sharma
Email: rishi.sharma@
acicsgtu.xyz
Phone: - 9805791802

6. INTELLECTUAL PROPERTY RIGHTS

- a. Where any of the Parties have any intellectual property rights in any material that is subsequently used by the Parties in connection with this Agreement, then those intellectual property rights remain vested in that Party.
- b. Unless otherwise agreed, no intellectual property rights will be jointly owned by Parties;
- c. Each Party shall be entitled to use the brand name, logo and associated intellectual properties with respect to communications and marketing activities, which shall include but not be limited to presentations, media releases and mentions etc., indicating this affiliation, as may be required from time to time in satisfaction of their obligations as identified under this Agreement.

7. CONFIDENTIALITY

All Parties shall keep all information of confidential nature received from the other Party in whatever form as strictly confidential and shall not disclose it to third parties without the prior written consent of the other Party during the term of this Agreement and thereafter. All Parties undertake

- (i) not to use the other Party's confidential information except solely for the purposes contemplated in this Agreement or is required in the normal course of business;
- (ii) to protect such confidential information, whether in storage or in use, with the same degree of care as the Party normally uses to protect its own confidential information and proprietary information against public disclosure, but in no case with any less degree than reasonable care;
- (iii) not to disclose confidential information to any of the Party's personnel other than those for whom such knowledge is essential for the purposes contemplated in this Agreement or for their normal course of business, and such disclosure to them shall be made only on conditions of strict confidentiality.

For Startup Stairs Private Limited



Authorised Signatory

8. WARRANTIES OF PARTIES

- a. The Parties shall at all times, conduct their business in accordance with the applicable statutes, regulations, notification etc. issued by statutory authorities.
- b. The Parties shall at all times follow documentation & other compliances required for performing and giving effect to the terms of this Agreement.

9. EXCLUSIONS OF DAMAGES, LIABILITES AND INDEMNITY

- a. In no event, will either Party be liable to the other Party for any indirect, special, incidental, or consequential damages under any form or theory of action whatsoever, whether in contract, tort, negligence, strict liability, equity or otherwise, including, without limitation, lost profits, overhead, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof.
- b. Each Party agrees to indemnify and hold harmless the other Party form and against any and all losses, liabilities, claims, damages, demands, suits actions, proceedings, costs and expenses, taxes, reasonable legal fees in connection therewith, in respect of its gross negligence, willful misconduct or non-performance of any of the terms under this Agreement.

In witness thereof the parties have jointly signed/executed this Memorandum of Understanding in two copies on 16th day of Jan, 2024

FOR FIRST PARTY (STARTUP STAIRS PRIVATE LIMITED)

For Startup Stairs Private Limited

Director

**Founder & Promoter
Ms. Preet Sandhu**

FOR SECOND PARTY (ACIC-SGTU)



**Chief Executive Officer
Dr. Sunny Agarwal**

Witness 1

PRASHANT SHARMA

H.No. E 112, KMG Residency
Sector 37C, Gurgaon, Haryana.

Witness 2

B. K. Sharma