



MEMORANDUM OF UNDERSTANDING

Between
Public Incubator Inc, Canada

And
SGT University, India

On
16 January 2025

For Implementing
BootUp360, a platform owned by Public Incubator Inc., Canada

This Memorandum of Understanding (MOU) establishes an agreement between Public Incubator Inc., Canada, and SGT University, India.

I. ABOUT & MISSION

Public Incubator Inc. (corporation#1179169-9) is a federally registered corporation under the Canada Business Corporations Act - 2019-12-16. The mission of the company is to enable entrepreneurship at individual and institutional levels by providing a globally accessible business incubation platform with integrated mentorship.

BootUp360™ is a registered trademark under Canadian Intellectual Property Office and is owned by Public Incubator Inc.

SGT University, a UGC-recognized institution established in 2013 and located on the outskirts of Gurgaon, India, is dedicated to advancing research, innovation, and multidisciplinary education to empower students with the skills and knowledge to excel in their chosen fields.

BootUp360, a digital end-to-end business incubation platform developed by Public Incubator Inc., will constitute a vital component of SGT University's entrepreneurship program. The BootUp360 platform will serve as a comprehensive tool to provide hands-on entrepreneurial education, enabling students to transform their seed ideas into well-structured business plan.

In recognition of the mutual benefits derived from promoting entrepreneurship through integrative and experiential learning, Public Incubator Inc. and SGT University (hereinafter referred to collectively as "the Parties") enter into this Memorandum of Understanding (MoU). The MoU establishes a collaborative framework through which the Parties agree to work together to support students in developing their business ideas and realizing their entrepreneurial goals as they progress through the program.

The Parties, operating under this MoU, hereby agree as follows:

II. PURPOSE AND SCOPE

Public Incubator Inc. and SGT University hope to achieve the following:

1. Public Incubator agrees to provide SGT University with access to the BootUp360 platform for its students and faculties, subject to the terms and conditions set forth herein.
2. The BootUp360 platform will provide SGT University students and faculties with the tools and resources necessary for the success of the entrepreneurship program offered by the Faculty of Commerce & Management of SGT University.
3. Public Incubator and SGT University will collaborate to promote entrepreneurship among students, faculties and mentors of SGT University.
4. SGT University will support the use of BootUp360 platform by its students and faculties, and encourage their active participation in the entrepreneurship programs and activities offered by Public Incubator.
5. Public Incubator and SGT University will collaborate to organize joint events, workshops, and seminars to foster a culture of entrepreneurship and innovation among the students and faculties.
6. The collaboration between Public Incubator and SGT University will help the university enhance its entrepreneurship ecosystem and develop a startup culture, potentially involving local businesses and communities.

7. Public Incubator and SGT University will work together to evaluate the impact and effectiveness of the collaboration regularly and make necessary adjustments to ensure maximum benefits for both parties.
8. Both the parties will honor and protect the intellectual property and copyrights of the other party. Each Party shall retain all right, title, and interest in its works, creations, and inventions, including all intellectual property rights therein (collectively “IPR Rights”), and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. The BootUp360 platform will be licensed for use by SGT University and its suggested users as per the terms for such arrangements between the two parties. No exclusivity is assumed for the BootUp360 platform licenses.
9. For any collaborative work related to entrepreneurship development under this MoU where any intellectual property is developed together, both SGT University and Public Incubator will negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto) .
10. Both, SGT University and Public Incubator Inc. can utilize each other’s name and brand to promote their brand without causing any reputational damage to the other party. Any objections related to potential reputational hazards should promptly be resolved with mutual agreement.

III. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

- Mr. Sanjiv Chourasia, Public Incubator Inc.
- Dr. Kirti Dutta, SGT University

The organizations agree to the following tasks for this MOU:

Public Incubator Inc. will:

- Customize BootUp360 platform to allow linking of SGT curriculum contents
- Provide operating procedure and user manual
- Activate users – students (founder role) and professors (advisor role)
- Transfer required knowledge to the selected staff at SGT University
- Provide technical and functional support, as necessary

- Enhance the platform i.e. upgrade platform version as deemed necessary and critical to the implementation

SGT University will:

- Design the curriculum to align it with the incubation tools on the BootUp360 platform
- Provide students (founder role) and professors (advisor role) onboarding information
- Provide first level support to students about basic issues of the platform, if any
- Promptly raise any issue about the platform and provide adequate information to assist in troubleshooting
- Abide by the “terms & conditions” mentioned in the bootup360.com website
- Provide constructive feedback about the BootUp360 platform

Public Incubator Inc. and SGT University will:

- Promote and encourage the use of the BootUp360 platform and associated learning opportunities for entrepreneurship development
- Develop programs, workshops, etc. to promote entrepreneurship and innovation
- Enhance and evolve the Bootup360 platform in the context of educational institutions
- Collaborate on promoting SGT University and Bootup360 partnership
- Promptly respond to each other for any communication

IV. DISCLAIMER, LIMITATION OF LIABILITY & DISPUTE RESOLUTION

1. SGT University acknowledges that the use of the BootUp360 platform is at its own will and that Public Incubator and its representatives will not be liable for any damages arising out of or in connection with the use of the platform.
2. Public Incubator makes no representations or warranties, express or implied, with respect to the BootUp360 platform, including but not limited to, the availability, reliability, or suitability of the platform for any particular purpose.
3. To the maximum extent permitted by law, neither party will be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this MoU, including but not limited to, lost profits or loss of data.
4. Any disputes arising out of or in connection with this MoU will be resolved through good faith negotiations between the parties.

V. ENTIRE AGREEMENT

This MoU constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject matter of this MoU.

VI. TERMS OF UNDERSTANDING

This MoU is effective from 16 January 2025 and shall remain in force for a period of 5 years from the date of signing. The term of this MOU shall be reviewed periodically to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon ninety (90) days written notice without penalties or liabilities of any kind. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination. This MoU may be amended or extended by mutual consent in writing by the two parties.

VII. CONFIDENTIAL INFORMATION AND PRIVACY LAWS

Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared or material received orally or in writing and which is designated as “Confidential” or similar restrictive legend (hereinafter “Confidential Information”) provided in connection with this MOU will be held and maintained in confidence, including this MOU and its annexes, and shall not be disclosed to any third party without the prior written consent of the disclosing party. The obligation upon the parties to protect the Confidential Information of the other under this MOU shall survive any expiration or termination of the relationship between the parties for any reason

To the extent that either party accesses or uses Personal Information in connection with this MOU, that party must:

- (a) only use and disclose the Personal Information for the purposes of carrying out this MOU;
- (b) not disclose or transfer the Personal Information outside to anyone unless expressly permitted by the other party;
- (c) comply with Privacy Laws;
- (d) implement adequate technical and organisational measures to protect Personal Information from misuse and unauthorised access, use or disclosure;
- (e) co-operate with the other party in connection with any requests or complaints by individuals relating to their Personal Information;
- (f) promptly notify and co-operate with the other party upon becoming aware of a data breach involving the Personal Information; and
- (g) upon request by the other party, return or permanently destroy (at the other party’s option) the Personal Information.

VIII. INDEPENDENT CONTRACTORS

The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right, or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, joint venture, agency, employment or other similar relationship between the parties hereto.

IX. NO FINANCIAL COMMITMENT CLAUSE

This MOU is not a commitment of funds or any other financial implications towards either party.

Authorization

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

Sanjiv Chourasia
Director
Public Incubator Inc., Canada

16-Jan-2025



Registrar
SGT University

Dr. Joginder Yadav
Registrar
SGT University, India

16-Jan-2025