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Memorandum of Understanding (MoU) Between NASSCOM Foundation and Rajiv Gandhi Institute of Petroleum Technology,

For the thing Qbator Program

This Memorandum of Understanding is made at Delhi on the 1st day of ~~July~~ Sep 2022.

Dr. M.S. Balathanigaimani
अधिष्ठाता, अनुसंधान एवं विकास
Dean, Research & Development
आरजीआईपीटी, जायस, अमेठी
RGIPT, Jais, Amethi

BETWEEN

NASSCOM Foundation, is a non-profit organization that is building an ecosystem to bring to fruition "Technology for Good", having its registered office at the A1-125, 3rd Floor, Safdarjung Enclave, New Delhi – 110029, hereinafter referred to as "NF" (which term shall so far as the context admits

CONFIDENTIAL 046/2022-23///MOU

NASSCOM FOUNDATION NEW DELHI

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be deemed to mean and include its successors, administrators, executors and assignees) of the First Part.

AND

Rajiv Gandhi Institute of Petroleum Technology located at Jais, Amethi, Uttar Pradesh (India) hereinafter referred to as "**RGIPT**" or "the University" (which term shall so far as the context admits be deemed to mean and include its successors and assignees) of the Second Part,

NF and "**RGIPT**" are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, **NASSCOM Foundation** has agreed to partner with "**RGIPT**", for the conduct of the Cisco thingQbator program ("thingQbator") at the University (project details as per annexure I). Cisco thingQbator is a Cisco funded program for skill and entrepreneurship development of young people in India under its CSR Mandate and implemented by the NASSCOM Foundation through its authorised partners.

AND WHEREAS this is a non-financial MOU and both the parties shall incur their part of expenses for the roles and responsibilities as enumerated on their part elsewhere in the MOU. Both the parties shall not be liable to the other party for any reimbursement of expenses. NASSCOM Foundation is funding the program costs based on the CSR grants received from CISCO whereas University shall be responsible to cater to its own budget of expenses.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Introduction**

   thingQbator is a CISCO funded program for the skill development of young people in India under its CSR Mandate and the expectations are that thingQbator will help the beneficiaries also develop their entrepreneurship skills. The program will be implemented by NASSCOM Foundation.

2. **The University Responsibilities:**

2.1. Shall nominate /Identify executive, Director/ HoD, as the SPOC, with adequate accountability and responsibility to be the executive face of the program in the university. This person must participate in monthly review calls with NF for updates and assessments of the program. This person shall ideally be a member of the university faculty.

2.2. Shall coordinate with students across the university during the early days of the program to:

- Form a student body from university students already involved in robotics clubs, hackathon(fest & event) organization teams, E-Cell etc.
- Work with student body to conduct program outreach activities through word of mouth, classroom announcements and WhatsApp forwards.
- Work with faculty and university administration to create activation through official mail blasts, Website announcements and Official Social Media channels.

Student body will take care of the following activities in the program:

- **Evangelism/ Outreach** - Going out and talking about the space, bringing people in, conducting workshops outside in the community
- **Communication** - Sharing with the world what is happening in the space
- **Event Management** - Planning & Coordinating in-person & Virtual Events with the MMs such as Technical Workshops, Design Thinking & Ideation Sessions, Hackathons, Hackdays and Peer Demo Days
- **Inventory Management** - Continuously Document Materials provided to Cohort Members, Updating Delivery of new items, Collating Local Purchase Requirements for MMs
- **Impact Reporting** - Collecting & Uploading info needed like footfall, photos, milestones, outreach etc
- **Debugging** - Helping local makers find solutions to day to day tech problems
- **Keyholding** - Responsible for keeping the space open and accessible
- **Partner Relations** - Sharing info and Conferring with the University
- **Treasury** - Handling money and Reporting Expenses/Revenue
- **Fundraising** - Raise funds for projects, events, competitions

2.3. The University acknowledges that the fundraising is separate from the Grant given by NASSCOM Foundation and not related with NASSCOM Foundation. The University hereby agrees to take all the required written permissions / approvals, from the concerned Authorities, if any and the Management of the University. The University further agrees to indemnify NASSCOM Foundation, if any Authority questions the fundraising.

2.4. Shall allocate a full time Lab Admin to help manage makerspace operations such as makerspace access, attendance, equipment inventory and takes care of day to day operations along with the Makerspace Manager. The JD for the Lab Admin is in annexure-II. The salary of the Lab Admin shall be paid by the University.

2.5. Shall support in publicity of the Program through the University website.

2.6. Shall encourage the Program in a manner so that students selected for the Program will take part in the program on a voluntary basis with flexible timings.

2.7. Shall make available the infrastructure and value added services (including IT infrastructure, applications and connectivity) required to run the Program on its own cost. The details of such infrastructure to be provided is detailed at Annexure I to this MOU.

2.8. Shall provide all the support services and facilities to NF and its Partners during the conduct of the said Program. NASSCOM Foundation shall coordinate and facilitate the conduct of events

and other engagement programs as per shared plan. NF and its partners shall abide by RGIPT's security and guest house rules and regulations. RGIPT norms may be changed on a case-to-case basis with the approval of RGIPT's competent authority.

2.9. Provide lodging, wherever required to NF and it Partners during the course of the MOU period as per reasonable standards. (The lodging so planned to be provided should be with independent room (with attached toilet), regular water supply, clean, with access to boarding facilities, should have well lit approach and surroundings, have adequate safety & protection and peaceful environment.)

2.10. The University is capable of entering into this Memorandum of Understanding and has all the required permissions for the same.

3. NF Responsibilities:

3.1. Ensure to set up the virtual thingQbator space in the space provided in the University in accordance with the description in (Annexure I)

3.2. NASSCOM Foundation will implement the program and will be in direct liaison with the Makerspace manager.

- NASSCOM Foundation will assign the above mentioned Makerspace Manager.
- University's single point of contact (SPOC) will be in direct liaison with NF, Cisco and its partners and broader ecosystem for program operations and ecosystem development.

3.3. Will be responsible for the overall execution of the program along the lines described in Annexure I and also for collecting and collating program related data from the University for submission to Cisco.

3.4. Run the Cisco thingQbator virtual makerspace and manage the program for the year. This would include

- Operate program for the year,
- Running the makerspace over 1 year
- Running training programs to acquaint participants with IoT technologies
- Together with the university counterpart - organize events, demo days, tech talks, and hackathons
- Perform knowledge transfer to train university personnel for ongoing sustainable operations
- Identify themes for targeted innovation with inputs from our government partners and experts

3.5. Will enrol students into the program after the due selection

3.6. Will conduct training programs and hands on workshops for participating students over the course of the program

3.7. Will setup a Student Body who will take up makerspace operations of the program

3.8. Will conduct regular meetings with SPOC and Cisco and partners for governance and project updates.

3.9. Will keep the university informed of any changes in the program plan

4. Other Terms & Conditions for Engagement

The following are other terms and conditions of engagement:

4.1. NASSCOM Foundation signs a MOU with the partner university, connecting it to the E-cell or the Incubation center of that University.

- Awareness campaigns are launched for students of that university about the program and interested students apply to the program through an idea submission portal.
- A competent jury set up by NASSCOM Foundation reviews the ideas submitted by students from all partner universities.
- Best ideas across all universities are selected and given a place in the cohort for mentoring.
- Students will work on their technology & business plan and present it via a peer review where the top 100 teams are selected by NF through a process of stack ranking.

4.2. Cohort teams or students owning the selected ideas have access to:

- Series of live workshops and webinars to learn new technology, resolve their problems and enable their progress in their projects.
- Hard touch mentoring via WebEx video conferencing and collaboration tool
  - Maker Experts from NASSCOM Foundation for regular guidance & catchup
  - High Quality Industry Experts for domain specific requirements
  - Access to Cisco engineers and executives as mentors
- Provision of lab-type space for project work
- Access to Cloud Hosting Services and IoT hardware (Sensors, Transceivers etc)

- Prototype Manufacturing Services (PCBA, 3D Printing etc)

4.3. At the end of the program, top 10 teams are selected through a process of stack ranking, elimination and demo days.

4.4. The selected teams are provided financial support and connected with an Incubation center recognised by the Government to continue their journey towards becoming a start-up.

4.5. The final decision on the selection of candidates to be admitted in the cohort shall lie with NASSCOM Foundation.

4.6. Eliminations: Students who show a lack of interest, engagement or progress in the program would be eliminated from the cohort on a monthly basis and replaced by others who will be selected at NASSCOM Foundation's discretion.

4.7. Terms of engagement: This MoU is valid from 1st July 2022 to 28 February 2023, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.

4.8. Training Fees: The University, NF and Partners will not charge any amount on whatsoever account/name from the students in relation to the Program

4.9. Limitations and Warranties: Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MoU terms by the other party.

4.10. Termination: 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. Both parties in the MoU reserve the right to terminate the MoU with one-month prior notice if in their opinion the project is not being implemented as per the MoU or the specific aims.

4.11. Branding: Both parties shall not use the name and brand of other party or even that of Cisco in any advertisement or make any public announcement without the prior written approval of the respective party whose name is intended to be used in any advertisement or branding.

4.12. Operational Responsibilities:

The cohort operations will be managed by the student body, appointed by NF to carry out the following roles:

1. Treasurer - Handle money / budget, report expenses
2. Fundraiser - Raise funds for projects, events, ops

3. Inventory management & materials replenishment
4. Event organiser - Organises events
5. Evangelism/ Outreach - Go out and talk about the space, bring people in, plan workshops outside in the community
6. Impact/Data person - Collects info needed like footfall, milestones, outreach etc.
7. Debugger - Helps others find solutions to day to day tech problems
8. Communication & Social Media - Shares with the world what is happening in the space
9. Keyholders - Responsible for keeping the space open
10. University relations - Talks and shares info with university

Students will be responsible for appointing the student body for the following year

4.13. Assessment:

The performance of University on the above points will be monitored by NASSCOM Foundation regularly. The program will be allowed to continue only on satisfactory assessment of the performance of University on the below points by NASSCOM Foundation.

- it agrees to sustain the program without any funding support from NASSCOM Foundation;
- it agrees to maintain the brand name of the program as Cisco thingQbator;
- it agrees to follow the same processes and operational activities of cohorts as demonstrated in year 1;
- it agrees to a monthly engagement of NASSCOM Foundation with the students of cohorts;
- it agrees to facilitate the participation of students from cohorts in events organized by NASSCOM Foundation and Cisco;
- it agrees to engage with the outreach activities;

5. General terms

5.1. **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.

5.2. Any claim, compensation, case initiated by any student against NASSCOM Foundation/ CISCO in relation to the Program due to any acts or omissions of University and/or Implementation partner shall be defended and contested by the University and Implementation Partner at their sole expenses and cost keeping NASSCOM Foundation /CISCO indemnified from the same.

5.3. **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.

5.4. **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.

5.5. **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.

5.6. **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.

6. **Limitation of Liability:**

6.1. 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. **<u>Intellectual Property Rights</u>**

7.1. 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. The ownership of all proprietary rights in relation to ideas/products developed or created in the maker labs will lie with the creator/creators of the said property.

7.2. **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 mailing as specified.

8. **Force Majeure:**
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

8.1. continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

8.2. 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, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority, pandemic, epidemic. 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.

9. **Governing Law and Jurisdiction:**

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.

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: -

Party of the First Part		**For NASSCOM Foundation**
Stamp of the Party	:	
Signature of Authorised Signatory	:	
Name of Authorised Signatory	:	**Nidhi Bhasin**
Designation	:	**Chief Executive Officer** **NASSCOM Foundation**

Witness

Signature of Witness	:	
Name of Witness	:	**Sneha Rachel Sundersingh** **Program Manager - Innovation Spaces** **NASSCOM Foundation**

Party of the Second Part		**For Rajiv Gandhi Institute of Petroleum Technology**
Stamp of the Party	:	
Signature of Authorised Signatory	:	
Name of Authorised Signatory	:	**Dr.M.S. Balathanigaimani**
Designation	:	**Dean, Research & Development**

Witness

Signature of Witness : Rahul Kumar Milan Kumar

Name of the Witness : **Dr. Rahul Kumar**

Dr. Milan Kumar

Annexure I

About thingQbator

As a part of its CSR initiatives Cisco Systems has decided to set up network of "thingQbator" makerspaces in Indian universities to further digitals skills development and entrepreneurship enablement in these student communities. Cisco has chosen NASSCOM Foundation as the grantee and implementation agency for this program since FY 2018.

The thingQbator program is conceived as makerspace and incubator for IoT ideas coming from the student community in the host universities. With the central belief that none of us is smarter than all of us, the aim is to create a space and a program where university students could work together with like-minded colleagues, get exposure to the latest IoT technology - and turn their ideas into working prototypes in an environment that encourages a hands-on culture.

Cisco/ University can partner with specific government departments/ministries for providing project themes, problem statements, expert talks for the cohort participants. NF may have to work with Cisco and government officials on these as needed.

Guiding Principles

1. **Geek Playground** – the elements of community and fun are central to the design of the thingQbator makerspace. The idea is to have a space where experimentation and exploration is encouraged and celebrated.
2. **High tolerance for failure** – We believe that to get the most of the innovative energy of the participants, the space has to encourage out of the box thinking. Acceptance of failure as a possible outcome is key to achieve that.
3. **Rapid prototyping** – high tolerance for failure is only possible if we manage the cost of failure i.e. reduce it to such an extent that it does not matter. Rapid prototyping is a key tool to achieve that objective.
4. **Community ownership** – to maintain an informal and fun atmosphere we believe that the makerspace has to be 'for the makers and by the makers'. In that regard we advocate a model where the student community has a strong say in operations of the makerspace with faculty and university management playing the role of mentors and overseeing operations.
5. **Open environment and Interdisciplinary collaboration** – The makerspace should be so located and designed that it is accessible to the community (ideally 24/7) so that the voluntary participants can use it whenever it is convenient for them.
6. **Global community with operational autonomy** – In that sense every "thingQbator" is meant to be an autonomous entity as far as day to day operations go and are encouraged to evolve their own process while benefitting from membership of a global community and and from the operational experience of their peers
7. **Intellectual Property belongs to Innovators** –NASSCOM Foundation or Cisco does not make any claim on the IP developed by the participants of "thingQbator" and wishes to work with partner universities who believe in the same.

Basics

- Program – as part of the thingQbator program a rotating cohort of engineers join the program. Over the course of the cohort, they get access to the makerspace and all the equipment and tools therein as well as mentorship and training. The cohort culminates with a demo-day wherein wherin the best ideas are selected to receive a seed grant of 5 Lakhs at the Felicitation event.
- Community – building a community of IoT enthusiasts, developers, designers and mentors is one of the key intents as well as outcomes of thingQbator. The makerspace is a physical manifestation of the community, as in a space where they can meet, brainstorm and build.

Innovation Lifecycle

Cohort model to encourage rapid prototyping – We advocate a cohort model wherein a group of participants (depending on the size of the cohort and the interest levels in the community) join the program every year (to coincide with the University's academic calendar). Over the course of the cohort, the participants are given unlimited access to the makerspace and the equipment therein, together with mentorship and training to help them turn their ideas into working prototypes. The following is an illustration of how the Cohort Mode may work in the "construct of thingQbator"

- Idea generation – In this phase an idea portal is used by prospective participants to solicit interest from prospective participants. Typically, participants apply as a team and with an idea that they want to prototype. It is usually good to have teams which have a good mix of technical, design and business skills (or interests). There might be people who are interested in IoT and digital, but don't think they have an idea they feel strongly about. There also might be domain experts who have a great idea but need a team to execute on it. In these cases, the organizers may facilitate the formation of teams by way of mixers. Based on the response, the organizers can then apply some kind of selection process to whittle down the list of applicants to a manageable cohort size for their facility
- Idea to prototype - over the course of the cohort, participants have unlimited access to the makerspace as well as mentoring and training that the organizers help arranging. The stress is on getting to a minimum viable prototype that can be tested with a user group in the duration of the cohort.
- Demo Day – The cohort culminates with a demo day where the participants present the result of their efforts to high level stakeholders of the program – including University and Cisco representatives.

- After the Demo Day
    - Teams that feel they need to further refine their prototype can apply for the program again
    - Teams whose prototypes are well received in the demo day and beyond and who feel that it is something that they can take up as a startup business themselves can continue to use the facilities of the makerspace to refine their prototype

- The top 10 teams receive a seed grant of 5 Lakhs which will be distributed through a local TBI. The intent is to tie up with existing startup incubators, venture capital and local Cisco initiatives, where the participants can pursue their startup idea further.

Scope of Work

1. **Makerspace** – the makerspace is the central aspect of the thingQbator program. The makerspace is typically an enclosed physical space (1000+ sqft) equipped with the latest IoT technologies. Makerspace preparation, set-up, fund allocation, etc. will be decided on a case-to-case basis, based upon the arrived mutual agreement between NF and RGIPT.
2. thingQbator team will conduct the cohort for the thingQbator makerspace together with the university as follows:
    a. Open Applications to the cohort, for participants to apply in a team of 2-4 with an idea they want to build on
    b. Shortlist ideas based on clearly defined selection criteria
    c. Monitor participants progress in their respective projects, connect participants to relevant mentors in University/Cisco/others
    d. Organize regular weekly meetups where all participants can come together, share progress and share concerns
    e. Organize tech talks bringing in subject matter experts in the university ecosystem. Record and upload tech talks
    f. Organize training workshops across the duration of the cohort over WebEx
    g. Organize final demo day at the end of the cohort.
    h. Organize mid cohort demo day at the culmination of the mid cohort hackathon – ensure relevant guests are present
    i. Along the line of point 1 of this section, replenish makerspace with components/consumables required (to the tune of $500/ month), using recommended procurement methods, and well-documented receipts.
    j. Along the line of point 1 of this section, maintaining and managing the inventory of the makerspace using some kind of inventory management system is expected. Conduct complete inventory reviews once every 3 months.
3. Work with university SPOC to seamlessly transition operations of the makerspace to the University at the end of 1-year period. Along the line of point 1 of this section, Providing adequate documentation of processes in the form of makerspace operations guidebook. Monitoring and reporting metrics of training programs to NF, University and Cisco is also expected by SPOC.

Annexure II

Job Description – thingQbator Lab Admin

The thingQbator Lab Admin (TLA) plays a supportive role at the thingQbator, to assist the thingQbator Manager (MM) and the students in day-to-day running of the thingQbator, and manage specific logistics and information requirements.

Roles/responsibilities of Lab admin

- Procurement of local purchase of materials within the city, based on the requirements of student projects.
- Overseeing and ensuring cleanliness and safety at the thingQbator, through the cleaning staff, and regular maintenance of tools and equipment.
- Recording the attendance of participants daily, and compiling at the end of the week.
- Recording and managing other local participant or thingQbator files, reports and documentation.
- Managing local printing, and other miscellaneous requirements as may come up during events.
- Updating and managing Inventory Excel Sheet when new inventory is received or current inventory is used up.
- Keeping the thingQbator open in the short-term absence of Makerspace Manager.
- Learning and understanding the basic working and safety standards of thingQbator tools, to assist students during the course of the year, and for managing/procuring equipment as and when needed.

Skills required

- Basic English proficiency in reading, writing and speaking
- Basic knowledge of computers
- Knowledge of Office applications, CAD software, Google apps, etc. is a bonus.
- Interested in learning new concepts and technology