

## MEMORANDUM OF UNDERSTANDING

This MOU is made on **Delhi Technological University** at Delhi, India

By and Between:

**Delhi Technological University** through its authorized Signatory Prof. Samsher, Registrar, DTU (hereinafter referred to as 'DTU', which expression shall include all its successors and permitted assigns) of the First Part;

And

**CL Educate Ltd.**, a company incorporated under the Companies Act 1956, having its registered office at **Espire Building, A-41, Lower Ground, Mohan Cooperative Industrial Area, Main Mathura Road, New Delhi - 110044**, through its authorized Signatory Mr. Nikhil Mahajan (hereinafter referred to as 'CLE', which expression shall include all its subsidiaries, successors and assigns), of the Second Part;

### WHEREAS

THIS AGREEMENT made this day, *March 26<sup>th</sup>*, 2018, between Executive Director & CEO and Vice Chancellor, Delhi Technological University (hereafter referred as DTU), and both are referred to as 'parties'.

1. Whereas CLE is the owner of Trade Mark Career Launcher, Career Launcher (India) Limited, and whereas DTU is a high caliber technical University of national repute with excellence in engineering innovations and teaching.

2. CLE is a group of companies including Career Launcher, CL Media, Accendere, Worldwide Academia-Industry Network ( WAIN), Kestone, GK Publication, ETEN, 361 DM, Vista Mind engaged in education, training, publishing and innovation activities in India, Middle-East and South-East Asia though not for profit trust .

It is involved in providing research incubation services to young innovators, students, faculty researchers in institutions by setting systems and processes, to promote quality research publications and extend support in publishing them in relevant journals / presentation in relevant international conferences.

CLE brings in its reach, geographical spread, relationships with schools and universities,

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Delhi  
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Registrar  
Delhi Technological University  
(Govt. of NCT of Delhi)  
(Formerly Dept. of Engg.)  
Shahbad Daulta, Mathura Road,  
Delhi-110044

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educational delivery expertise, related technology platforms, mentoring expertise, and other core competencies to make the partnership successful.

CLE and DTU have agreed to enter into this Agreement as preferred partners for facilitating globally start-up incubation, research incubation in India and bring industry & Academia on a common platform on the terms and conditions as set forth below.

NOW THEREFORE in consideration of the respective covenants hereinafter set forth, the purpose hereto mutually agrees as follows: –

### SCOPE OF THE AGREEMENT:

The parties have agreed to establish collaboration to improve the entrepreneurship and start-up Eco-system and assist innovators, researchers and entrepreneurship aspirants in a variety of ways and in accordance to the Terms & Conditions set forth in this Memorandum of Understanding (MOU), CLE and DTU agree on the following: -

#### 1. Innovation collaboration:

1.1 DTU to be a partner to CLE for establishing collaboration in various innovation areas and research projects.

1.2 CLE and DTU agree to continuously work together to generate newer ideas, programs, events, campaigns that benefit the start-up and innovation ecosystem and assist in furthering the purpose of all stake holders including the nation.

#### 2. CSR Programs and Research Projects:


This MOU enables DTU and CLE to sign MOUs with third-party corporations and organizations covering the range of services including implementation of CSR initiatives in Delhi and evangelizing the Innovation Funds. The commercial and operational role agreement with the third party can be signed jointly or severally on a case to case basis depending upon the needs and requirements of the corporate. The inter-se supplementary agreement will be signed between DTU and CLE for each such third-party partnership agreement to supplement this broad MOU.

#### 3. WAIN Connect implementation:

Showcasing of DTU projects on WAIN Connect platform to corporates and alumni for funding of start-ups.

Corporate sponsored research projects, student scholarships, student summer internships and research fellowships for DTU Start-ups.



  
Deputy Registrar  
Delhi Technological University  
(Govt. of NCT of Delhi)  
(Formerly Department of Engg.)  
Shahbad Daulatpur, Okhla Road,  
East of IIT (Delhi)

#### 4. Certification courses and Executive Education:

DTU will offer certification courses and executive Education / Training programs in the virtual learning mode on CLE digital platforms in India and Indian Ocean Rim Association (IORA) countries on mutually agreed terms and conditions.

- CLE and DTU agree to partner for MeltingPot2020 (an annual event organized by CLE for bringing academic and corporate leaders on a common platform as well as showcasing work of young innovators). The preferred partnership for MeltingPot2020 is a non-commercial partnership for exchange and facilitation of knowledge sharing and to enable 3-4 students from DTU to showcase their innovation to the participating Corporates, angel investors, thought leaders and other international universities / start-up incubators.
- Both the parties agree to maintain highest standards of governance to uphold tradition of transparency and ethics augmentation.

#### TERMS:

The Term of this Agreement shall commence from the date of execution of this Agreement and shall be valid for a period of three (3) years ("Term"), unless terminated earlier in accordance with the terms of this Agreement. The Agreement shall be reviewed annually and any amendment made therein shall be made in writing. After the expiry of Term, Agreement may be renewed on terms mutually accepted by both the parties.

#### REPRESENTATIONS, WARRANTIES AND COVENANTS:

Each Party hereby represents and warrants to the other party that:

It is duly registered and validly existing under laws of its jurisdiction and has the power and authority to enter into this Agreement and to perform their obligations hereunder;

The agreement has no legal binding and direct financial obligations on any of the "parties".

#### TERMINATION:

This agreement may be terminated by either party by giving three (3) months of written notice to the other party. Upon termination of the agreement, both the parties shall ensure that the termination does not affect any prior obligation or programs/events already planned and in progress.



Resident  
Delhi Technological University  
(Formerly Delhi College of Engg.)  
Shahbad Daulatpur, Gurgaon Road,  
Delhi - 110042

**FORCE MAJEURE:**

In case both the parties hereto are unable to perform their obligations mentioned in this agreement for any period during the tenure of this agreement due to any force majeure conditions (flood, earthquake, riot, etc.) neither party shall be liable for delay in performing, or failure to perform, its obligations under this agreement.

**CLAUSE OF CONFIDENTIALITY:**


Each Party agrees and undertakes and agrees to maintain the confidentiality of the data and other proprietary information (including the Trademarks) concerning the other party ("Confidential Information"). Further, Each Party agrees that it shall not (except as otherwise permitted in this Agreement) disclose, and shall ensure that directors, officers, managers, employees (including those on secondment), legal, financial and professional advisors and bankers (collectively, the "Representatives") of the Party to whom Confidential Information is made available do not disclose, to any third party any Confidential Information without the prior written consent of the Company or the concerned Party, as the case may be, that contain or otherwise reflect, or are generated from, Confidential Information.


**GOVERNING LAW AND DISPUTE RESOLUTION:**

Any Dispute connected with formation, performance, interpretation, nullification, termination, or invalidation of this Agreement or arising therefrom or related thereto in any manner whatsoever shall be resolved by mutual discussion or conciliation between the Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have set their hands on the day and year first above written.

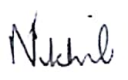

For Delhi Technological University, DTU

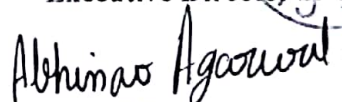
  
Prof. Samsher  
Registrar, DTU  
Registrar  
Delhi Technological University  
(Govt. of NCT of Delhi)  
Delhi Technological College of Engg.)  
Shahbad Daultpur, Bawana Road,  
Delhi-110042

  
Signature of Witness

Date: 26/3/18  
Place: New Delhi

For CL EDUCATE LIMITED

  
Mr. Nikhil Mahajan  
Executive Director & CEO  


  
Signature of Witness