



Office of International Relations
Indian Institute of Technology Kharagpur
Kharagpur – 721 302



Ref: 2437/2024/OIR

Date: 19.12.2024

Subj: Request for Approval for signing of the MoU with IIT Startups Accelerator Foundation

IIT Kharagpur and IIT Startups Accelerator Foundation wish to sign an MoU for the purpose of to help start-ups with at least one IIT co-founder succeed and create wealth that can be donated back to their parent campus repaying the taxpayers of India for the heavily subsidized education made available at IITs. The MoU was first placed in the MoU committee meeting on September 25, 2024 and several modifications were suggested by the committee (**Flag 1**).

The modifications were subsequently incorporated and the document was again placed in the committee meeting dated November 28th, 2024 (**Flag 2**) where the MoU was agreed in principle subject to a minor modification. The modification was also incorporated in the draft MoU.

The supporting documents are enclosed for your kind consideration and approval.

It is also requested that Dean IR be the signatory of the MoU.

Enclosed:

1. Minutes of the Meeting dated September 25, 2024
2. Minutes of the Meeting dated November 28, 2024
3. Draft Agreement with IIT Startups Accelerator Foundation to be approved and signed

Reb. G. 19.12.2024
Dean IR

Deputy Director

Director

Seems to be ok & fine.
However, it is better to
attach the legal vetting
status. 13/12/2024
Dean, AA

IR Executive 19/12/2024

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated the 20th December 2024;

BETWEEN:

IIT Kharagpur

And

IIT Startups Accelerator Foundation, hereinafter referred to as IIT Startups

(Collectively, the "**Parties**" and individually, a "**Party**").

1. Non-Binding

This MOU is for discussion purposes only and is not intended to constitute a legally binding or enforceable agreement or commitment by either Party.

2. Purpose

IIT Startups Accelerator Foundation (aka IIT Startups) is a Section 8 non-profit organization run by alumni to help startups with at least one IIT co-founder succeed and create wealth. A part of such wealth can be donated back to their parent campus repaying the taxpayers of India for the heavily subsidized education we had. So, in other words this helps IIT Alumni, the IITs and the Government of India.

IIT Startups was started in Jan 2018 in Silicon Valley, California where it is registered as a 501c3 Non-Profit organization and in India in September 2021 as a Section 8 non-profit company.

IIT Startups has built a wide eco-system of volunteer coaches, mentors, investors, panelists, and CXO relationships with major corporations across most verticals. IIT Startups does not take any equity or fees and does not invest in the portfolio companies.

To support the demand from India based startups, IIT Startups has included them in the US cohorts starting Jan 2021. In parallel, IIT Startups has set up the India operations with local mentors and Investor ecosystem and ran an inaugural Demo Day with about 12 India based startups on 18th Sep 2021, at PI-WOT conference.

Understanding that both Parties wish to form a collaborative partnership to build a cross-border program that will help create a bridge between India and US based startups which will help IITs become the #1 unicorn generators in the world (from the current #3 after Stanford and Harvard).

This MOU is intended to establish the roles and responsibilities each will undertake in working together on the partnership (the "**Partnership**").

3. Duration

The MoU will be valid for a period of 5 years. Either party may terminate this MoU with a 6 months written notice to the other party.

4. Considerations

IIT Kharagpur recognizes IIT Startups as non-profit organization dedicated to building and promoting IIT alumni co-founded startups and scale-up ecosystem in US and India.

In view of the aforementioned, the Parties will undertake the following activities in furtherance of the Partnership:

- IIT Kharagpur will provide IIT Startups

- (a) a funnel of startups which may need the help as listed above
- (b) auditorium space when IIT Startups might send a specialist to talk on a specific topic.
- (c) A small Office space in any incubation cell or Rajendra Mishra School of Engineering Entrepreneurship for our visiting Coaches and Mentors subject to availability.

- IIT Startups will provide IIT Kharagpur based startups.

- (b) access to mentors and coaches
- (c) mentoring the startups for the commercial / business side
- (d) guest lectures to IIT Kharagpur students in physical / virtual mode based on mutual convenience
- (e) recordings of past workshops and demo days at www.iitstartups.org in the library section
- (f) attend and observe live weekly workshops during the cohort
- (g) connectivity to a large number of investors (Angels, VCs, Corporate venture funds) both in India and the USA.
- (h) connectivity with senior IITians in large corporations in the US and India through IIT Startups and Pan IIT network
- (i) IIT Startups US operations can help India based startups open the US market and similarly the IIT Startups India operations can help US based startups set up offshore development center and open up the Indian market

IIT Kharagpur and IIT Startups will jointly create:

- (a) A Central Repository of Training Material will be prepared by drawing from all units of IITs such as e-cells, Research Parks, IIT Startups, and from contributing authors for which each IIT should assign an expert to curate the matter to ensure only the relevant and best material is put in this Library. Allowances will be made for variances on account of geographic region or specialized vertical segments.
- (b) Knowledge Forum: Here any Startup may post a question, and it can be answered by any Coach, Mentor or fellow Startups. This will be a dynamic forum addressing Q&A.
- (c) FAQ Section: This can be a derivative of the Knowledge Forum but should be curated by an expert or group of experts based on domain of expertise

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- (d) We may have to share this material with DPIIT (Ministry of Commerce), Startup India and Invest India for further dissemination to other non-IIT Startups.
- (e) For legal safeguards all contributors need to sign a waiver on the material they are contributing.

Communications under this MOU will be carried out by direct communication between the Parties. Each Party will designate a primary point of contact for administering and monitoring this Agreement and notify the other Party of any changes to the point of contact on a timely basis. Notwithstanding the designation of a primary point of contact, both Parties encourage interactions and communications between other officials of both organizations.

5. Amendments

This MOU may be amended or modified at any time in writing by mutual consent of both Parties. In addition, this MOU may be cancelled by either party with 30 days' advance notice, delivered in accordance with section 12.

6. General provisions

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with all applicable federal, provincial and municipal laws and regulations.

7. Confidentiality

This MOU, its terms, and any discussions between the Parties with respect to the Project may not be disclosed to any person without the prior written consent of the other Party, subject to information that was already public and/or subject to disclosure under legal compulsion and any applicable laws. Each Party will protect confidential information relating to this MOU and the Project in order to prevent unauthorized use, disclosure, dissemination or publication of such information. Notwithstanding the foregoing, each of the Parties shall be permitted to discuss the Project, this MOU and its terms with their respective investors, potential lenders, and existing and potential consultants on a need-to-know basis provided that such discussions are confidential and such parties are aware of, and bound by an obligation of confidentiality.

8. Public Announcements

Either Party can (orally or in writing) publicly disclose, issue any press release, make any other public statement, or communicate with the media concerning the existence of this MOU without mutual consent.

9. Limitation of Liability

No rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

10. Costs and Expenses

Each Party shall be responsible for all of its share of costs and expenses associated with this MOU, including without limitation the performance of its obligations under this MOU.

11. Dispute Resolution

- i. Both parties to this agreement agree that the dispute, if any arises between them, will be resolved through mutual dialogues only and no party will refer any dispute whatsoever to a court of law.
- ii. In the event that a dispute remains unresolved through mutual discussions, the matter will be referred to the Director, IIT Kharagpur and his decision will be final.

12. Notice

Any notice or communication required by this MOU shall be deemed sufficiently given if delivered in person, by certified mail, or by e-mail to the following respective addresses:

● *If to IIT Startups:*

- i. Name: Pradeep Bhargava
President, IIT Startups Accelerator Foundation,
No 409, Sobha Garnet, Iblur Village, Outer Ring Road, HSR Layout,
Bangalore, Karnataka, India, 560102
e-mail: pradeep@iitstartups.org
Mobile: +91 9945777200
- ii. Name: Anjan Dutta
General Secretary, IIT Startups Accelerator Foundation
e-mail: anjan@iitstartups.org
Mobile: +91 9886038881

● *If to IIT Kharagpur:*

- i) Dean of International Affairs
E-mail: deanir@adm.iitkgp.ac.in
- ii) Dean of Alumni Affairs
E-mail: deanaa@adm.iitkgp.ac.in

13. Authorization and Execution

The execution of this MOU does not constitute a formal undertaking and as such it simply intends that each Party shall strive to reach, using commercially reasonable efforts, the goals and objectives stated in this MOU.

14. Counterparts

This MOU may be signed by originals or by facsimile or portable document format (PDF) and executed in any number of counterparts, and each executed counterpart shall be considered to be original. All executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date first written above.

IIT Kharagpur

by:

Name: Rabibrata Mukherjee

Title: Dean of International Relations

Witness:



Manoj Kumar Mondal, RMsOE

IIT Startups

by:

Pradeep Bhargava
President, IITStartups.org

Witness

Anjan Dutta
General Secretary, IITStartups.org

**Office of the Dean, International Relations
Indian Institute of Technology Kharagpur**



Ref# 2363/2024/OIR

A

Date: 30.09.2024

Subject: Minutes of the MoU Committee Meeting dated, 25th September, 2024.

A meeting of the MoU Committee was held on **25th September, 2024 at 4:00 pm** in the Deans' Conference Room to deliberate on various MoU drafts as requested by faculty coordinators. The following members were present:

#	Chairperson and Members of the committee	Position
1	Deputy Director	Chairperson
2	Dean, International Relations	Convenor
3	Dean, Sponsored Research & Industrial Consultancy	Member
4	Dean, Faculty of Engineering & Architecture	Member
5	Dean, Faculty of Sciences	Member
6	Dean, Faculty of Bio Technology & Bio Sciences	Member
7	Dean, Outreach	Member
8	Dean, Alumni Affairs (India)	Member
9	Dean Student Affairs	Invited Member
10	Associate Dean CE&T	Invited Member
11	PIC Legal	Invited Member
12	JR Academics	Invited Member

Prof. Rintu Banerjee, Deputy Director & Chairman of committee extended a warm welcome to all the members and attendees in the meeting.

After the due deliberations, the committee members have recommended the following on the Agenda items:

1. IIT Sponsorship Agreement with Airbus: Prof. D.K Maiti, AERO

Resolution: The committee put forward the following recommendations:

- The term 'Honorarium' may be replaced with 'out of pocket allowance'
- Additional clarification needed on Clause 9 (d) 'Dispute Resolution'
- The IPR should be jointly owned. Non-concurrence on this point may lead to non-signing of the Agreement by IITKGP
- Institute Legal and SRIC Legal is jointly requested to review the draft agreement and rephrase the relevant points.
- Once concurrence is obtained from AIRBUS, the agreement may be signed.

2. New MoAssociation with IIT Start-ups: Dr. Manoj Kr. Mondal, SEE

Resolution: The committee recommended that the document may be called an Understanding rather than an Agreement.

It further recommended that the duration of the MoU cannot be indefinite. The MoU will be valid for a duration of 5 years and may be terminated with a 06 months written notice. There were additional

modifications suggested to the draft. Dr. Mondal is requested to share the modified draft with the concerned and seek concurrence. The MoU may be signed after concurrence is received. Dean Alumni Affairs is recommended as the signatory from IITKGP.

3. Jointly funded bilateral mobility programme with: Leeds: Dr. A.K Goswami, RCGSIDM

Resolution: The item was not discussed in the absence of Dr. Goswami. It will be placed in the next committee meeting.

4. MoU renewal with Asoke Deysarkar International Program: Prof. Rabibrata Mukherjee, DeanIR

Resolution: The committee recommended that the draft be modified while including relevant clauses from the earlier versions along with updated names of signatories. The draft may be shared with IITKGP Foundation, USA for concurrence.

5. New MoU with Regulatory Representatives and Managers Association (RRMA): Prof. B.C Meikap, Chemical

Resolution: It was requested that the draft MoU be circulated with all committee members for their review and input.

6. New MoU with University of Connecticut: Prof. S.K Pal, ME

Resolution: The Committee noted that IP clause should be included in the draft. Additionally, Prof. SK Pal is requested to have a detailed discussion with University of Connecticut with regard to Export Control. Prof. Pal is requested to share his feedback with IITKGP following the discussions with UConn.

7. New MoU with Western Sydney University: Prof. Madan Kumar Jha, AgFE

Resolution: It was observed that certain acronyms in the document needed clarity and information. The start date of the MoU will have to be modified. The committee also observed that a generic IP clause should be included suggesting that any IP generated under agreements fostered through this partnership will be jointly owned.

Prof. Jha is requested to seek concurrence on the above from WSU.

8. New MoU l'Institute Agro, France : Prof. Rintu Banerjee, AgFE

Resolution: Agreed in principle. If there are certain modifications suggested by l'Institute Agro, it would be conveyed to the committee. It was suggested that the previously signed MoU be circulated with the committee members along with the renewal draft.

9. New MoU with Trumio Inc. USA: Prof. Rabibrata Mukherjee, DeanIR

Resolution: The MoU is approved. It was however suggested that the Revenue generation arrangement be revisited after 03 years of signing the MoU. Further, it is requested that the database of students who benefit from this MoU, be shared with the Office of Alumni Affairs, IITKGP.

10. MoU Renewal with Nagaoka University of Technology (NUT), JAPAN: Prof. Santanu Chattopadhyay
Resolution: Certain modifications have been suggested in the Academic Exchange document. For the Student Exchange Agreement, the committee have observed that a clause on credit transfer arrangements need to be specified.

Prof. Chattopadhyay is requested to convey the modifications to NUT and seek concurrence on the above.

11. MoU Renewal with International Advanced Research Centre (ARCI) Hyderabad: Dr. Mangal Roy

Resolution: Dr. Roy is requested to share the modified word doc of the draft MoU to be renewed (with names of coordinator), and share it with ARCI for concurrence. After concurrence is received, the draft may be circulated among the committee members.w

12. MoU Renewal with Guru Kripa Foundation Academy of Classical and Folk Arts: Prof. Anandaroop Bhattacharya, ME

Resolution: Approved for signatures.

13. New MoU with Z 21 Venture: Prof. Mrigank Sharad

Resolution: The committee maintained that the document be called a Memorandum of Agreement instead of an MoU. It was further recommended that along with 4year Btech students, students enrolled in the BSc course will also be eligible to apply.

It was requested that the modified draft be sent by Dr. Sharad to the IR executive, which would thereafter be circulated to the committee members. The committee recommended that Director be the signatory of the MoU with Dean, Alumni Affairs as witness.

The meeting ended with a vote of thanks to the Chair.

ABSENT
Dean, IR

Karali Das
01.10.2024
Dean, OR
Officiating Convenor

lekumar
01.10.2024
Dean, FoS

P
07.10.2024
Dean, FoEA

ABSENT
Dean, R&D

P.D.M
07/10/2024
Dean, FoID&BTBS

Shankar
07/10/2024
Dean AA

Rini Banerjee
30/10/24
Chairperson
Chairman,
MoU Committee

16/10/2024

Vol

**Office of the Dean, International Relations
Indian Institute of Technology Kharagpur**

Ref: 2418/2024/OIR

Date: 28.11.2024

Subject: Minutes of the MoU Committee Meeting dated, 28th November, 2024.

A meeting of the MoU Committee was held on **28th November at 5:00 pm** in the Deans' Conference Room to deliberate on various MoU drafts as requested by faculty coordinators. The following members constituting the MoU committee deliberated on the agenda items:

#	Chairperson and Members of the committee	Position	Present/Not Present
1	Deputy Director	Chairperson	Present
2	Dean, International Relations	Convenor	Present
3	Dean, Sponsored Research & Industrial Consultancy	Member	Present
4	Dean, Faculty of Engineering & Architecture	Member	Present
5	Dean, Faculty of Sciences	Member	Present
6	Dean, Faculty of Bio Technology & Bio Sciences	Member	Present
7	Dean, Outreach	Member	Present
8	Dean, Alumni Affairs	Member	Present
9	Dean Student Affairs	Invited Member	Not- Present
10	Associate Dean CE&T	Invited Member	Present
11	PIC Legal	Invited Member	Present
12	JR Academics	Invited Member	Not- Present

Prof. Rintu Banerjee, Deputy Director & Chairman of committee extended a warm welcome to all the members and attendees in the meeting.

Agenda 1: The following items were Reported as being fully signed:

SL#	Partner	Partnership	Coordinator (Dr./Professor)	D/S/C
1.	Trumio Inc. USA	MoU	Rabibrata Mukherjee	Dean IR
2.	Montpellier Sup Agro France	MoU	Rintu Banerjee	AgFE
3.	DAAD SPARC-Giant	MoU	Rabibrata Mukherjee	SPARC Jt-Coordinator
4.	Asoke Deysarkar International Program	Renewed MoU	Rabibrata Mukherjee	Dean IR

Agenda 2: After the due deliberations, the committee members have recommended the following on the Agenda items:

1. IIT Sponsorship Agreement with Airbus: Prof. D.K Maiti, AE

Resolution: The committee has on principle approved the MoU subject to the recommended modifications to the points B and C in the 'Whereas' Clause.

Rabibrata Mukherjee

Prof. Maiti is requested to make the modifications in consultation with the Institute Legal Cell and share the final draft for signatures.

2. MoU Renewal with University of Bradford: Prof. Nikhil Kumar Singha, RTC

Resolution: The committee requested Prof. Singha to do the following:

- Remind his counterpart at the University of Bradford that there was a different draft that was approved in the August 09th committee meeting
- In the event, Bradford wants to work on the new draft, examine the content and give feedback
- Share the draft with Legal Cell for review and comments
- Send the comments/suggested modification to Bradford and seek concurrence
- Upon the completion of the above points, the draft MoU may be presented in the committee meeting.

3. Jointly Funded Bilateral Mobility Programme with: Leeds: Dr. A.K Goswami, RCGSIDM

Resolution: The committee made the following observations:

- Dr. Goswami advertise the program for available opportunities
- Project supervisors be identified and projects formulated

It was opined that provision for Joint external Supervision already exists as per IITKGP guidelines therefore no such MoU is required.

4. New MoU with Hyundai Motor Company: Prof. Siddhartha Mukhopadhyay, EE

Resolution: The committee made the observation that the MoU may be signed by the authorised representative of IIT Kharagpur on condition that the following clause is added to the MoU.

"All Parties acknowledge that no legally binding obligations will arise among them as a result of signing of this MoU".

Prof. Mukhopadhyay is requested to convey this to Hyundai Motor Company and seek their concurrence.

5. National Institute of Material Science, Japan (NIMS): Amandeep Jindal (CHE)/Saikat Das (PHY)

a. New MoU with NIMS:

Resolution: The committee recommended that the IP clause needs to be included in the draft MoU. The MoU is approved subject to incorporation of the suggested modification,

b. Agreement on the International Cooperative Graduate Program

Resolution: Agreement be revised by the faculty coordinators based on the comments received from the Legal Cell and Office of IR and presented in the next MoU committee meeting.

6. Renewal of Student Exchange Agreement with University of Tokyo: Prof. Rabibrata Mukherjee, DeanIR

Resolution: IR Office is requested to highlight the changes in the new Agreement on Academic Exchange in comparison to the previously signed document and route it through the Legal Cell for review.

If the document is cleared, it may be placed for signatures.

Rabibrata Mukherjee

7. New MoU with Western Sydney University: Prof. Madan Kumar Jha, AgFE

Resolution: Prof. Jha who was not-present at the meeting has been advised by the committee to modify the draft MoU based on the comments received and share the document with WSU for concurrence. The document that was presented by Prof. Jha in the 25th Sept committee meeting was not the relevant one.

8. New Document on 'General Terms & Conditions For Extending Services' with Ashok Tours and Travels

Resolution: The document is agreed in principle. It was requested that the response from Ashok T & T be shared with the committee, when it becomes available. It was further decided that Mr. Ranjit Thakur, Administrative Officer, Officer of the Deputy Director, will be the coordinator of the MoU.

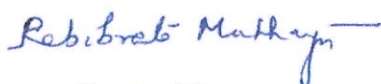
9. New Document with IRCTC

Resolution: The committee recommended that the review and decision on this item be deferred.

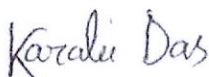
10. New MoAssociation with IIT Start-ups: Dr. Manoj Kr. Mondal,SEE

Resolution: The committee advised that the following text be included in Clause 8: "Either Party can (orally or in writing) publicly disclose, issue any press release, make any other public statement, or communicate with the media concerning the existence of this MOU with the consent and prior written approval of the other Party."

The MoA is approved, subject to the above modifications.



Dean, IR



Dean, OR



Dean, FoS



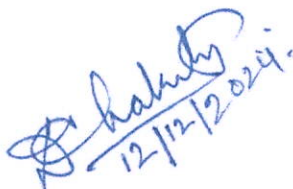
Dean, FoEA



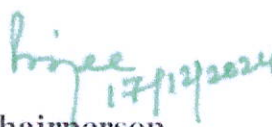
Dean, R&D



Dean, FoID&BTBS



Dean AA



Chairperson,
MoU Committee

