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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

DAYANAND COLLEGE, HISAR
AND
VASTAV INTELLECT, IP SOLUTIONS

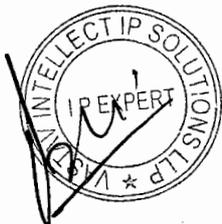
FOR PLACING AN IPR CELL AND PROVIDE IPR SOLUTIONS

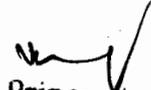
This memorandum of understanding (MoU) is entered between **Vastav Intellect, IP Solutions**, a private firm, which provides IPR (Intellectual Property Rights) services.

And **NAME OF THE INSTITUTE**,
(Referred to herein as "Parties" or individually as "Party")

WHEREAS:

- A. The Parties are interested in working together in connection with the purpose which is described in this Memorandum.
- B. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- C. Each Party respectively is expected to act in good faith in accordance with this Memorandum.




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(1) PURPOSE:

1. VASTAV INTELLECT will offer IPR-related services to NAME OF INSTITUTE'S students, faculty, and administration, including Patents (Utility & Design), Trademark, Copyright, Patent prosecution services, and all other services that AV IP Infusion is capable of delivering.
2. VASTAV INTELLECT will offer Internships to students in order to encourage them to understand and apply all of the various elements that they will face in their professions with the aid of this Internship/Live Project.
3. VASTAV INTELLECT will stimulate and raise awareness among students, particularly on the significance of legally protecting their innovation, by including an IPR CELL and several AWARENESS WORKSHOPS in a variety of areas.
4. VASTAV INTELLECT would provide research assistance to NAME OF INSTITUTE in order to facilitate collaboration in government Projects/Proposals.
5. If agreed upon, VASTAV INTELLECT would establish an incubation cell within the grounds of NAME OF INSTITUTE to give mentorship and support to aspiring entrepreneurs.

(2) BINDING

- a) The Parties hereby acknowledge and agree that:
- b) The terms of this Memorandum are intended to be legally binding on the Parties hereto.

(3) CHANGES TO MEMORANDUM

- a) This Memorandum may be amended at any time by agreement between the Parties.
- b) Any changes to this Memorandum must be made in writing and signed by the Parties.

(4) GENERAL OBLIGATIONS

- (a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavors to achieve the Purpose and to give effect to the terms of this Memorandum.
- (b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- (c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the purpose.




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(5) CONFIDENTIALITY

- (a) The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("**Confidential Information**").
- (b) The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some other Confidential Information ("Disclosing Party") and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.
- (c) For the purpose of this Memorandum, Confidential Information may include but is not limited to:
- (I) Information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise);
 - (II) Any information derived from any other information which falls within this definition of Confidential Information; and Any copy of any Confidential Information. But does not include information which:
 - was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation);
 - is, or becomes, publicly available, through no fault of the Receiving Party;
 - is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
 - is provided to the Receiving Party by the Disclosing Party and is marked "Non-Confidential"; or
 - is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so, how far it is possible to prevent or restrict such enforced disclosure.
- (d) In relation to any Confidential Information:
- (I) the Receiving Party shall keep the Confidential Information confidential and secret.
 - (II) the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.




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(III) the Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the project, and needs to have the Confidential Information in order to assist with the Project.

- (e) If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.
- (f) Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

(6) TIMING AND DURATION OF COLLABORATION

- (a) This Memorandum will commence on 04/11/2023
- (b) The Parties will negotiate in good faith in order to sign a final and legally binding agreement in relation to the Collaboration (the "Agreement") on or before 04/11/2023
- (c) This Memorandum will remain in effect until the Agreement commences, or unless and until otherwise terminated by the Parties.
- (d) The Parties may terminate this Memorandum by mutual agreement.
- (e) Either Party may terminate this Memorandum forthwith by providing immediate notice in writing to the other Party.

(7) CONSEQUENCES OF TERMINATION

- (a) In the event that this Memorandum is terminated:
 - (I) Neither Party will, under this Memorandum, incur any financial liability to the other Party; and
 - (II) Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort, or equity.
 - (III) In the event that a Party ("First Party") is in possession of any equipment, materials, documents, intellectual property, data, or other information ("Items") that are the property of the other Party ("Second Party"), then the First Party must promptly return all Items to the Second Party, or destroy any Items if directed to do so by the Second Party.



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(8) EXCLUSIVITY

(a) Each Party (which, for the purpose of this clause is referred to as the "Representing Party") hereby represents to the other Party that:

(I) Upon the signing of this Memorandum, the Representing Party will terminate any discussions or negotiations with any party other than a Party to this Memorandum ("Third Party"), which relate to the Purpose or to the Project ("Third Party Discussions"), in which the Representing Party, or any employee, agent, advisor, contractor or other representatives of the Representing Party, may be engaged.

(II) While this Memorandum is in effect, the Representing Party will not, directly or indirectly:

(A) Engage in any Third-Party Discussions; or

(B) Invite, encourage, seek or otherwise solicit any Third Party to engage in Third-Party Discussions; or

(C) Respond to any invitation or solicitation from any Third Party in relation to any Third Party Discussions (except to explicitly reject such invitation or solicitation); or

(D) Enter into any agreement, memorandum of understanding, heads of agreement, letter of intent, or other arrangements with any Third Party in relation to any Third-Party Discussions (whether legally binding or non-binding).

(III) The Representing Party will ensure that any employee, agent, advisor, contractor, or other representatives of the Representing Party also complies with the obligations under this clause.

(b) For the sake of clarity, "Third Party Discussions" do not include discussions or negotiations in which the Representing Party may engage with any Third Party in order to pursue the Purpose in good faith and in the spirit of this Memorandum.

(9) COSTS

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

The cost of this collaboration, which relates to several projects and researches initiated for a patent, trademark, or copyright application by students, faculty, management, or any individual associated with either Party, will be mutually agreed upon by both parties before or after entering into this agreement.




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(10) FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations under this MOU, is hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MOU by giving the other Parties notice of termination in writing.

(11) INDEMNITY

Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees, or other losses arising out of or relating to:

- (a) breach of this MOU by the Indemnifying Party;
- (b) breach of any representation or warranty by the Indemnifying Party.

(12) SEVERABILITY

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

(13) ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties, or obligations between the Parties with respect to the subject matter hereof.




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(14) NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent, copyright, or other intellectual property rights of any Party in favor of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Projects under this MOU.

(15) AMENDMENTS

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both Parties.

(16) DISPUTE RESOLUTION

(a) Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

- The courts in Delhi NCR shall have exclusive jurisdiction over any dispute, differences, or claims arising out of this MOU.
- If either party employs attorneys to enforce any rights arising out of or relating to this MOU, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

(17) SCOPE OF THE MOU

1. To place an IPR Cell at the campus that will be able to provide direction to the novel ideas of the students as well as the faculty members.
2. Provide assistance to the students as well as faculty members for the

- Prior art search
- Patent Drafting
- Patent Filing
- Design Illustration
- Patent Prosecution
- PCT application
- Design Patent Filing
- Trademarks
- Copyrights
- Commercialization of procured IP




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3. Workshops will be delivered from Vastav Intellect to the institute students and faculty members as well to aware them about:

- What is IPR
- What are Patents and Types of Patents
- Difference Between Patents, Trademarks, and Copyrights
- Limitations of patents
- Process of obtaining IPR
- How to protect your innovation across the globe, not just in India.\.

4. Apart from aforesaid Vastav Intellect would provide an Era of Activities to enhance students' ability to build their own Global Identity, through:

- Government Funded Project (we will be your Technical Team)
- Incubation under Atal Innovation Mission (AIM)
- Internship
- FDPs (Faculty Development Program)

Details of the Program are as under:-

Topics which will be covered in this workshop:

- **What is IPR**
- **What are Patents and Types of Patents**
- **Difference Between Patents, Trademarks, and Copyrights**
- **Limitations of patents**
- **Process of obtaining IPR**
- **How to protect your innovation across the globe, not just in India.**

Apart from aforesaid we do provide an Era of Activities to enhance their ability to build their own Global Identity.

- **Government Funded Project (we will be your Technical Team)**
- **Government Project Grants (MSME, AIY, KVIC, Startup & Collaborative Grants)**
- **Incubation Centre**
- **Internship / Placements**
- **FDP's (Faculty Development Program)**
- **Webinars & Workshops**

Start-up Consultancy



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- **Start-up funding**

Vastav Intellect is an Intellectual Property firm that specializes in IPR. Our management group has the resources and experience needed to evaluate the commercial potential of your intellectual property, to ensure proper protection of your innovation in India and foreign jurisdictions, and to successfully commercialize such inventions if necessary.

Our USP:

1. **Quality**
2. **Time-Oriented**
3. **Affordable**
4. **Monetary Benefits**

Our licensed professionals, have over 14 years of combined experience in managing intellectual property, have drafted and filed over 800+ patents in various fields, and attended hearings for over 200 cases at the Indian patent office to secure a grant, and we are proud to say that we currently have 45+ satisfied clients associated with us.

We engage directly with firms, senior personnel, or owners to give the finest outside counsel services possible. We organize regular meetings and get to know your company from top to bottom before joining your team.

Our Services

- **Prior art search**
- **Patent Drafting**
- **Patent Filing**
- **Design Illustration**
- **Patent Prosecution**
- **PCT application**
- **Design Patent Filing**
- **Trademarks**
- **Copyrights**
- **Commercialization of procured IP**
- **Litigation**

We look forward to our co-operation and will do all possible to make it a huge success.

We're also available to assist with your queries. Send us an email or give us a call if you have any questions about the content contained in this proposal.




P. S. S.
Dayanand College
HISAR

AGREED:


Principal
Dayanand College
Hisar
Dayanand College, Hisar


Director
Vastav Intellect IP Solution LLP



Authorized Signatory

Authorized Signatory

Name of Institute	Vastav Intellect
Dayanand College, Hisar Balsamand Road, Hisar	Address: A-61 C, Shivaji Enclave, Rajouri Garden, New Delhi 110027
Contact Details: 01662-233136	Contact Details: 9891679693
E-mails: principal.dnchr@gmail.com	E-mails: helpdesk@vastavintellect.com
Web: www.dnc.ac.in	Web: www.vastavintellect.com

Witness 1:


Manpreet Singh

Witness 2:

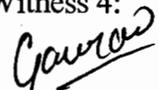

NARENDER KUMAR

Witness 3:


DEEPA KOHLI



Witness 4:


Gaurav