



सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

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#### MEMORANDUM OF AGREEMENT

#### BETWEEN

National Research Development Corporation,  
'Anusandhan Vikas', 20-22, Zamroodpur Community Centre,  
Kailash Colony Extension, New Delhi-110 048

#### AND

Shri Vaishnav Vidhyapeeth Vishwavidhyalaya,  
Gram Baroli, Ujjain Road,  
Indore – 453 111

*[Signature]*

*[Signature]*



#### Statutory Alert:

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## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MoA) is entered into on this 24<sup>th</sup> day of March, 2018

### **BETWEEN**

**National Research Development Corporation**, an Enterprise of Department of Scientific & Industrial Research, Ministry of Science & Technology, Govt. of India, dealing within the meaning of and registered under the Companies Act, 1956, having its Registered Office at 'Anusandhan Vikas', 20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi-110 048 (hereinafter called 'NRDC' which expression shall include its successors in interest/business and permitted assigns) **OF THE ONE PART;**

### **AND**

**Shri Vaishnav Vidyapeeth Vishwavidyalaya**, a Private University, established under the State Government of Madhya Pradesh (MP) Niji Vishwavidyalaya (Sthapana Avam Sanchalan) Adhiniyam 2015, having its Registered Office at Gram Baroli, Ujjain Road, Indore – 453 111, (hereinafter called 'SVV' which expression shall include its successors in interest/business and permitted assigns) **OF THE OTHER PART.**

**WHEREAS** 'NRDC' is a company established by the Government of India with the objectives, inter-alia of promotion, development, licensing and commercial exploitation of indigenous technology, know-how and inventions, including the technical and engineering know-how generated by various publicly funded R&D laboratories and institutions. Since its inception, 'NRDC' has already transferred to industry and successfully commercialised a large number of technologies both in India and abroad.

**WHEREAS** 'SVV', the University has been established with a vision to be a leader in shaping better future for mankind through quality education, training and research. It shall pursue the mission to make a difference in sustaining the growth of global societies by developing socially responsible citizens. Value based education being at the helm, the University shall promote endurance, excellence, fairness, honesty and transparency as its core values.

**AND WHEREAS** 'SVV' and 'NRDC' recognise the respective strengths of the two organisations and accordingly agree to cooperate in the development of technologies and their successful transfer to industry for commercial exploitation and socio-economic benefits.

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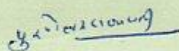
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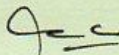




Now therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follow:

1. Subject to the conditions hereinafter contained 'SVVV' agrees to assign to 'NRDC' on a case to case basis technologies relating thereto (where the technologies have already been or shall be patented), for the sole and absolute right of licensing and commercial exploitation by 'NRDC'.
2. 'SVVV' also agrees to provide 'NRDC'/Licensee of 'NRDC' as the case may be, technical and engineering know-how relating to such Technology(ies) etc. consisting of documented technical information on the mode of working and using the same by an industry, as may be necessary to commercialise the said Technology(ies) etc. and associated patents/ designs/ copyrights/ trademarks etc. by 'NRDC' during the currency of this MoA being in force.
3. 'SVVV' agrees to provide a demonstration of the Technologies which are licensed by NRDC to the licensee(s) at 'SVVV' on the scale at which the technologies have been developed by 'SVVV', within a reasonable time preferably within 60 days of the date of signing of the licence agreement by the licensee with 'NRDC' to familiarise appropriately qualified personnel of the licensee and provide expert assistance to the licensee for implementation of the licensed invention/process/ product/ technology etc.
4. 'NRDC' agrees to give publicity to the availability of the Technologies assigned to it by 'SVVV' for commercial exploitation and also agrees to generate necessary market data/profiles, prefeasibility, feasibility and project reports, to promote speedy and effective licensing and commercialisation of the said Technology(ies), etc. 'NRDC' also agrees to inform the 'SVVV' about the negotiations for deciding the fee to be charged from the prospective licensee at the time of transfer of technology.
5. In consideration of the assignment, provision of technical information and documentation and technical services as aforesaid by 'SVVV', 'NRDC' agrees to remit '60%' of the entire fees (Lumpsum Premium and Royalty) received by it from the licensee(s) arising from the said commercial exploitation of the Technology(ies), of 'SVVV' assigned to 'NRDC'. The royalties payable to 'SVVV'









shall continue for a fixed period agreed between 'NRDC' and the licensee, and 'NRDC' will apply its well established and time tested methods of monitoring the extent of exploitation of the said Technology(ies) to ensure full and effective payment of royalties by the licensee concerned.

6. The premia, royalty and the period of licensing agreed upon by 'NRDC' and the licensee(s) will be finalised in consultation with 'SVVV'.
7. In view of the cooperation provided for under this MoA, 'NRDC' agrees to advise 'SVVV' and render all possible assistance to 'SVVV' in the filing of patent applications (both in India and abroad) on Technology(ies), which 'SVVV' assigns or proposes to assign to 'NRDC' for licensing on the understanding that when the said patents are granted, 'SVVV' would assign those patents to 'NRDC' for commercial exploitation. All the expenses in obtaining the patent(s)/ design(s)/copyright(s)/trademark(s) etc. in India on the invention(s)/ process(es)/ technology (ies) etc assigned to 'NRDC' shall be borne by 'SVVV'.
8. In consideration of the above covenants contained in the MoA, the 'SVVV' hereby agrees to keep indemnified the 'NRDC' and its successors, executors, administrators, licensee(s) and legal representatives at all times against all possible claims or demands, damages or any action or proceedings commenced by the 'SVVV' or any person or persons through 'SVVV' or against the 'SVVV' or the 'NRDC' before any Court, Tribunal or Fora. All costs / legal expenses that may arise from such proceedings shall be borne by the 'SVVV'.
9. 'NRDC', after due consultation with 'SVVV' on case to case basis, hereby agrees, in case of revocation proceedings against a patent assigned to it by 'SVVV' to protect the said patent/design/trademark and underlying Technology(ies) and in such a case, the expenses will be shared in the same ratio of the revenue sharing i.e 40: 60 between the 'NRDC' and 'SVVV'.
10. 'NRDC' agrees to take all measures in its control to oppose Indian Patent/ design/trademark application(s) filed by other parties which application(s) may be detrimental to the invention/ process/ product/ technology etc. assigned to 'NRDC' by 'SVVV' and 'SVVV' agrees to provide 'NRDC' all assistance in this regard. The

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expenses in this regard will be shared in the same ratio of the revenue sharing i.e 40: 60 between 'NRDC and 'SVVV'.

11. In the event of any of the aforesaid IPR(s) assigned to 'NRDC' being infringed and 'NRDC' initiating or instituting any legal proceedings, after due consultation with 'SVVV', to prevent such infringement, 'SVVV' agrees, if so required by 'NRDC', to render all assistance to 'NRDC'. The expenses in this regard will be shared in the same ratio of the revenue sharing i.e 40: 60 between 'NRDC and 'SVVV'. Similarly if the compensation is awarded by the court, will also be shared in the same ratio of 40:60 between 'NRDC and 'SVVV'.
12. In case 'NRDC' does not commercialise the assigned technologies within five years from the date of Assignment with 'SVVV', the parties shall meet and decide on the further course of action and if there are no immediate prospects of commercialization, the assigned technologies shall be reassigned to 'SVVV' and 'NRDC' shall not use the information relating to such technologies in any manner whatsoever, thereafter.
13. 'SVVV' shall pay to 'NRDC' as per the mutually agreed charges / fees to 'NRDC' for all other consulting services required by SVVV on case to case basis by entering into a separate agreement.
14. If 'SVVV' fails to fulfill its respective obligations as set out in the previous clauses of this MoA, both parties shall urgently consult one another with a view to correcting the default by the 'SVVV' concerned. If even thereafter the default is not rectified by the defaulting 'SVVV', 'NRDC' may terminate this MoA by giving thirty (30) days notice in writing to the defaulting 'SVVV' provided that such termination shall not affect the rights of the parties to MoA which have been accrued prior to such termination.
15. Upon such termination as set out in Clause 14:
  - (i) The licence(s) granted by 'NRDC' shall continue for the period agreed between 'NRDC' and the licensee(s) concerned. Thereafter such Technologies assigned to 'NRDC' shall be reassigned to 'SVVV'. 'NRDC' also agrees not to grant any further licence(s) of the commercialised Technologies to any further

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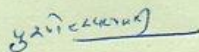
SVVV(ies). All amounts accrued for payment to 'SVVV' by 'NRDC' on the date of termination shall be paid by NRDC after closing of annual account of 'NRDC'. As for payment accruing thereafter from such commercialised Technologies in respect of which licence(s) have already been granted by 'NRDC' and subsisting on the date of termination of this MoA, 'NRDC' will continue to remit to 'SVVV' as if the MoA is in full force and effect; and

(ii) The Technology(ies) assigned to 'NRDC' by 'SVVV' which have not been commercialised by 'NRDC' shall stand withdrawn and shall be reassigned to 'SVVV'. Thereafter 'NRDC' shall not use or cause other parties to use documents of such Technologies in any manner whatsoever.

16. Conciliation: Any dispute or differences arising out of this MoA shall be settled amicably through conciliation and the settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties.

17. (i) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implementation of any provision of this MoA including the rights and liabilities or any claim or demand of any party against other parties or in regard to any other matter under this MoA but excluding any matters, decisions or determinations of which is expressly provided for in this MoA, such disputes or differences shall be resolved first by mutual consultation and if it fails, the dispute shall be referred to the Bench of Arbitrators. Each party would appoint one Arbitrator and the two Arbitrators would appoint the third Arbitrator as the Presiding Arbitrator. A reference to the Arbitration under this Clause 17 shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 (as amended or modified from time to time) and the rules framed there under for the time being in force.

(ii) If however, 'SVVV' or 'NRDC' does not make any claim or demand or raise any dispute or difference in terms of sub clause (i) of Clause 17 within one year from the date on which such demand or claim arises, 'SVVV' or 'NRDC' shall be deemed to have waived and abandoned such claim or demand or the right to raise such dispute or difference against the other party.









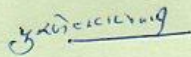
- a) The venue of the Arbitration shall be at Delhi.
- b) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- c) The provisions of this Clause 17 shall not be frustrated, abrogated or become inoperative, notwithstanding this MoA expires or ceases to exist or is terminated or revoked or declared unlawful.

(iii) The High Court of Delhi at New Delhi and Courts Subordinate to it shall have exclusive jurisdiction in all matters concerning this MoA including any matter arising out of the Arbitration proceedings or any awards made therein.

18. All works under this MoA shall be continued by 'SVVV' and/or 'NRDC' during the arbitration proceedings and their recourse to arbitration shall not be a bar to continue for the obligations of the other parties.

19. This MoA is initially valid for a period of five (05) years from the date of signing but may be extended for further periods by mutual agreement between the parties.

20. This MoA shall become effective on and from the date it is signed.





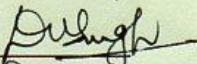
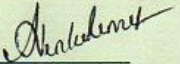


IN WITNESS WHEREOF, both the parties herein set their respective hands and seals on the day, month and year first above written in the presence of following witnesses.


For and on behalf of  
NRDC, New Delhi

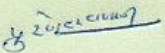
  
**Dr. H. Purushotham**  
Chairman and Managing Director  
National Research Development Corporation  
(An Enterprise of Department of Scientific &  
Industrial Research, Ministry of Science &  
Technology, Govt. of India)  
New Delhi-110048

Witnesses:

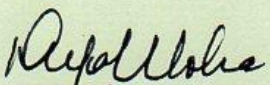
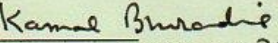
1. Signature:   
Name: D.V. SINGH  
Address: Legal Consultant  
NRDC, New Delhi
2. Signature:   
Name: A VENKAT RAMA RAO  
Address: Manager (IP-TT)  
NRDC, New Delhi

For and on behalf of  
SVVV, Indore

  
(Dr. Upinder Dhar)  
Vice Chancellor

  
**Chancellor**  
Shri Vaishnav Vidyapeeth  
Vishwavidyalaya, Indore

Witnesses:

1. Signature:   
Name: DEEPAK VOHRA  
Address: Ambamada Special Advisor  
K-661 Gauri Sadan, 5 Hailey  
Road, New Delhi-110001
2. Signature:   
Name: KAMAL NARAIN BHURADIA  
Address: Sec. SVVT trust.  
173 Anoop Nagar Indore.