



MEMORANDUM OF UNDERSTANDING

FOR SERVICES IN INTELLECTUAL PROPERTY, ENTREPRENEURSHIP & INNOVATION BETWEEN IPQUAD PARTNERS AND KANPUR INSTITUTE OF TECHNOLOGY

This Memorandum of Understanding (MoU) is made on Wednesday, 23rd February 2022 between

IPQuad Partners having its' office at D-1B, 561, Sangam Vihar, New Delhi, India (hereinafter referred to as '**IPQuad**' which expression shall include their branches, and associations, etc.)

AND

Kashi Institute of Technology having its' campus at Mirzamurad, Varanasi, Uttar Pradesh, India (herein after referred to as '**KIT**' which expression shall include their branches, group of institutions, administrator, heir, associations, etc.)

1. BACKGROUND

1.1 IPQuad is Indian Intellectual Property research and analytical service firm that assists entrepreneurs, researchers, and innovators to secure their innovations and maximize their benefits. IPQuad is managed by expert IP professionals with a cumulative experience of 40+ yrs. that ensure excellent performance and complete confidentiality.

1.2 KIT has been founded by Jain Education Society in 2008. The institution was established to provide engineering & management education.

1.3 KIT is partnering with IPQuad for the support it provides to academic institutions with tailor-made entrepreneurship, innovation & IP solutions that are provided under rigorous quality measures and security measures.

1.4 IPQuad is looking to support KIT for assistance in streamlining IP initiatives, encouraging entrepreneurship, and development of an innovation ecosystem. The following primary objectives will be performed as part of the agreement:

1.4.1 IPQuad will act as '**Intellectual Partners**' to the Institution for all service activities

1.4.2 Facilitation of an efficient IP-cycle that handholds the inventor from ideation stage to grant stage involved in IP Filing

- 1.4.3 Encouragement of creativity, entrepreneurship, and research
- 1.4.4 End-to-end support in IP management
- 1.4.5 Case-to-case support for IP Filing (As mentioned in Annexure A: Filing Fees)
- 1.4.6 Organization of Institute Lecture Series monthly for students & start-up enthusiasts
- 1.4.7 Conduction of Faculty Development Programs for a deeper insight into Intellectual Property
- 1.4.8 Consultations with industry & research experts for entrepreneurs, researchers & other established individuals from the entrepreneurial ecosystem
- 1.4.9 Recommending amendments to the IP Policy
- 1.4.10 Recommending innovation workshops and other activities that will assist in sensitizing & strengthening **KIT** on entrepreneurship and intellectual property
- 1.4.11 Support in organization of training programs, seminars, conferences, and workshops

2. **TERM OF AGREEMENT**

The period of validity for this Memorandum of Understanding will be 3 years from the date of signing the MoU and will be renewed consequently on mutual consent of both the parties

3. **RESPONSIBILITIES**

The two parties to the MoU, with the intention of both being legally bound, accept the following terms and conditions:

3.1 **RESPONSIBILITIES OF IPQUAD**

- 3.1.1 To act as a resource body to assist and handle the complete innovation and research activities of the **KIT**
- 3.1.2 Offer complete support and guidance in the field of Intellectual Property & Entrepreneurship, on a paid and complimentary basis, as the case may be
- 3.1.3 To recommend initiatives to sensitize and strengthen the innovation culture in **KIT**

3.1.4 To look after all IP activities (Patent, Trademark, Copyrights, Design) of **KIT**

3.1.5 To select and invite speakers for conducting the seminars and delivering lectures to the attendees

3.1.6 To act as a resource body for rendering research & intellectual property training programs, conducting seminars and workshops in the field of entrepreneurship, innovation, research & intellectual property

3.2 RESPONSIBILITIES OF KIT

3.2.1 To provide infrastructure for establishing an IP Cell powered by IPQuad and administrative support in case required for IP related activities

3.2.2 To provide digital infrastructure for conduction of sessions, lectures, conferences, seminars, etc.

3.2.3 To encourage the faculty members and students to associate with sensitization programs on IP

3.2.4 To encourage start-up enthusiasts for a free consulting-cum-mentoring session

3.2.5 All other support and assistance that would be required in seamlessly carrying on all the activities

4. PAYMENT MODEL

4.1 Invoices will also be raised on the basis of case-to-case support required according to the type of project

4.2 All Invoice will be generated as per mutually agreed price as mentioned in Annexure A: Filing Fees

4.3 IPQuad may put the services of IP Filing on hold when the government fees for the IP registration is not paid for by **KIT**

4.4 It is to be noted that the fees mentioned in the annexure are exclusive of GST Tax charges and the same will be applied over the fee amounts mentioned in Annexure A

4.5 It is to be noted that on the need of an in-person visit from IPQuad, food, travel & accommodation expenses are to borne by **KIT**

4.6 For patent application, **KIT** will be transferring Rs 5000/- per case in advance and rest of the Rs 17,500 per case will be transferred after the publication.

5. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the training material and the method of training is complete property of IPQuad.

6. NON-DISCLOSURE

IPQuad understands that the information shared by the inventors and entrepreneurs is considered proprietary and confidential and agrees to never disclose the information received prior to the protection of intellectual assets.

7. FORCE MAJEURE

In the event of non-fulfillment of the terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither **KIT** nor **IPQuad** shall be held responsible for any loss or consequential loss.

8. LIABILITIES

8.1 KIT will not be liable for:

8.1.1 Any payments of claims by employees or associates of **IPQuad**

8.1.2 Discharging any financial commitments made by **IPQuad** outside the scope of this MoU and without consulting **KIT**

8.1.3 Any suit on account of demands and other laws by **IPQuad** which have no nexus with the object of the MoU being entered into

8.2 IPQuad will not be liable for:

8.2.1 Any payments of claims by employees or associates of **KIT**

8.2.2 Discharging any financial commitments made by **KIT** outside the scope of this MoU and without consulting **KIT**

8.2.3 Any suit on account of demands and other laws by **KIT** which have no nexus with the object of the MoU being entered into

NON-DISCLOSURE AGREEMENT (NDA)

This Nondisclosure Agreement (the "Agreement") is entered into by and between Prof. (Dr.) **Gaurav Sinha, Director, KIT**, an Indian Citizen ("Disclosing Party") and **IPQuad Partners**, located at **D-1B, 561, SangamVihar, New Delhi**("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. **Notice of Immunity.** Employee is provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

DISCLOSING PARTY

Signature _____






Name **Dr. Gaurav Sinha, Director, KFE** Date: 23 February, 2022

RECEIVING PARTY

Signature _____




Name **Jaspreet Singh, Co-Founder, IPQuad Partners** Date: 23 February, 2022

9. BREACH

Both parties to the MoU will have the right to terminate the MoU, in case the terms and conditions of the MoU are violated by either party, by giving written notice of 2 months to the violating party.



10. AMENDMENTS

The obligations of **KIT** and **IPQuad** have been outlined in this MoU. However, during the operation of the MoU, circumstances may arise which call for alteration or modifications of this MoU. These modifications/alterations will be mutually discussed and agreed upon in writing.

11. DISPUTE RESOLUTION

Any dispute arising concerning any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the MoU.

For KIT

Prof. (Dr.) Gaurav Sinha

Director, KIT

For IPQuad




Jaspreet Singh

Founder & CEO

ANNEXURE A: FILING FEES (CASE-TO-CASE IP FILING SUPPORT)

A. PATENT APPLICATION FILING (NON-PROVISIONAL)

Steps of Patent Filing Procedure	Govt. Fees Individual		Professional Fees	Total Amount
Pre-Filing Documentation (preparation stage)				
a. Prior Art Search Conduction	- NA		2,593	2,593
b. Drafting & Filing of Patent				
- Inventor Review				
- Verification of Inventor Details				
- Claim Drafting	1,600		11,000	12,600
- Complete Application Drafting				
- Preparing Illustrations				
- Filing of Patent Application				
Standard IP Filing Procedure (Post-filing documentation)				
c. Post-Filing Documentation	NA	NA	NA	Borne by inventors & applicant
- Proof of Rights (Form 1)				
d. Early Publication Request (Optional)	2,500		2,000	4,500
e. Filing Request of Examination	4,000		3,500	7,500

Grant Awarding

f. Responses through Messages	NA	12,000	12,000
g. Hearing, if necessary	NA	18,000	18,000
h. Awarding of Certificate (Hard Copy)	NA	1,000	1,000

B. TRADEMARK APPLICATIONS

Steps of Trademark Application Filing	Govt. Fees Organization (ORG)	Govt. Fees Individual (IND)	Professional Fees	Total Amount (ORG)	Total Amount (IND)
a. Prior Art Search Conduction	NA	NA	3,500	3,500	3,500
b. Trademark Filing	9,000	4,500	5,000	14,000	9,500
c. Hearing			14,000	14,000	14,000
d. Awarding of Certificate			1,000	1,000	1,000

C. COPYRIGHT REGISTRATIONS

Steps of Copyright Filing Procedure	Govt. Fees Individual (IND)	Professional Fees	Total Amount (IND)
a. Copyright Filing (Literary Works)	500	6,000	6,500

b. Copyright Filing (Audio Files)	2000	6,000	8,000
c. Copyright Filing (Video)	5000	10,000	15,000
d. Hearing		14,000	14,000
d. Awarding of Certificate	-	1,000	1,000

D. DESIGN REGISTRATIONS

Steps of Design Filing Procedure	Govt. Fees Organization (ORG)	Govt. Fees Individual (IND)	Professional Fees	Total Amount (ORG)	Total Amount (IND)
a. Design Registration	4,000	1,000	8,000	12,000	9,000
b. Electronic Responses	-	-	4,000	4,000	4,000
c. Hearing	-	-	12,000	12,000	12,000
d. Awarding of Certificate	-	-	1,000	1,000	1,000

Note:

1. The above prices mentioned are exclusive of G.S.T. (18%) and will be applicable over the costs mentioned.

2. For Patent Application filing, on exceeding the limit of allowed claims and pages, the extra fees charged will be as follows:

Extra Claims: 2,000/- per claim (1,600/- Govt.; 400/- Professional)

Extra Pages: 1,000/- per page (800/- Govt.; 200/- Professional)

3'. The timeframe for submission of an individual project assigned:

S. No.	Services	Timeframe (Max. Working Days)
1	Patentability Search	4 Days
2	Provisional Drafting	7 Days
3	Complete Drafting after Provisional	15 Days
4	Filing & Govt. Filing Procedures	2 Days
5	Invalidation/Validity Search	7 Days

5. Abbreviations Used

IP – Intellectual Property;

Govt.- Government;

Yrs.- Years;

Prof. – Professional;

Ind. – Individual;

Org - Organization

G.S.T. – Government Service Tax;

PCT – Patent Cooperation Treaty

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