



# KASHI INSTITUTE OF TECHNOLOGY

(NAAC-A grade accredited institution), ISO 9001 : 2015 (QUALITY MANAGEMENT SYSTEM)

Managed by : JAIN EDUCATION SOCIETY

E-mail : info@kashiit.ac.in • Website : www.kashiit.ac.in 1800-123-321-123



## MEMORANDUM OF UNDERSTANDING

This Agreement is made in New Delhi and executed on the 14<sup>th</sup> day of August, 2023 (Effective date):

### **BETWEEN**

**Kashi Institute of Technology**, having its office at MS 23KM, Varanasi – Prayagraj (Allahabad) Highway, Mirzamurad Varanasi Uttar Pradesh – 221307INDIA, (hereinafter referred to as “**Kashi Institute of Technology**”, which expression shall, unless it be repugnant to the subject or context herein, include its successors and assigns) of the FIRST PART.

### **AND**

Swash Legal Consultants, represented by Dr. Bharti Jain, having its office at TS-706, 7<sup>th</sup> Floor, Blue Sapphire Plaza, Sector-16B, Greater Noida West – 201318, National Capital Region, INDIA (hereinafter referred to as “**Swash Legal Consultants or Service Provider**”, of the SECOND PART.

**Whereas; Kashi Institute of Technology** is an Indian Engineering College established in 2008, governed by JAIN EDUCATIONAL SOCIETY, a society registered under the Societies Registration Act 1960, and is engaged in providing education to its students in different kinds of disciplines inter-alia engineering, business management etc.

**Kashi Institute of Technology** is also engaged in, research and development activities and developing different products and processes, some of which constitute patentable inventions.

Whereas Swash Legal Consultants is an intellectual property management firm and provides consultancy in respect of the protection of intellectual property rights including patent, trademarks, industrial designs and copyrights to its clients.

Whereas **Kashi Institute of Technology** and Swash Legal Consultants have agreed to enter into this MOU to avail and provide IPR protection related services, respectively.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree to:

1. That **Kashi Institute of Technology** shall retain **Swash Legal Consultants** only to provide intellectual property rights (IPRs) application(s) services, in order to protect any and all kinds of the intellectual properties (IPs) like:
  - A. Registrations of the different kinds of IPRs;
  - B. Providing IP services (Patent, trademark, copyright and design);
  - C. Patent Search, Filing and Prosecution Services;
  - D. Trademark Search, Filing and Prosecution Services;
  - E. IP consultancy services; and
  - F. Communicating with various Office actions in relation to IP services.
2. That **Kashi Institute of Technology** will pay billed amount of **Swash Legal Consultants** as per agreed Fee Schedule, on or before seventh day of every month after deducting applicable tax.
3. That **Kashi Institute of Technology** will pay any and all kinds of Government's fee through Net Banking or demand drafts or suitable applicable mode in the name of the concerned authority as and when required or it will be paid by **Swash Legal Consultants** at time of filing, thereafter respective fees shall be invoiced and will be sent along with monthly basis payment of invoices.
4. That **Kashi Institute of Technology** shall forward to **Swash Legal Consultants** in a timely manner all documents, materials and information in possession or control of **Kashi Institute of Technology** necessary for **Swash Legal Consultants** to conduct the Services. **Swash Legal Consultants** shall not be liable to **Kashi Institute of Technology** nor be deemed to have breached this Agreement or any Work Order for errors, delays or other consequences arising from failure of **Kashi Institute of Technology** to timely provide documents, materials or information or to otherwise cooperate with **Swash Legal Consultants** in order for **Swash Legal Consultants** to timely and properly perform its obligations.
5. That **Swash Legal Consultants** will use the confidential information, provided by **Kashi Institute of Technology**, for its protection under the provisions of the relevant statute and will not disclose any and /or all kinds of such confidential information to any other party.
6. That **Swash Legal Consultants** will not be held liable for the disclosure of the confidential information if such information were / are already available in the public domain before the disclosure of such information to **Swash Legal Consultants** by **Kashi Institute of Technology**.
7. That **Swash Legal Consultants** will provide IPR training(s) and awareness programmes on request by **Kashi Institute of Technology** and it will inform **Swash Legal Consultants** well in advance (Approx. 7 days) about such programmes.

8. That Swash Legal Consultants will update Kashi Institute of Technology about the latest developments in respect of the IPRs as and when needed by the representative(s) of Kashi Institute of Technology.
9. That this service agreement and the schedule of charges will remain valid for a period of twelve (12) months and thereafter will be renewed for a further period as per mutual consent of both of the parties to this agreement.
10. Swash Legal Consultants represents to Kashi Institute of Technology that it is not a party to any agreement which would prevent it from fulfilling its obligations under this Agreement and that during the terms of this Agreement; Swash Legal Consultants agrees that it will not enter into any agreement to provide services which would in any way prevent it from providing the Services contemplated under this Agreement.
11. **INDEMNITY.** Kashi Institute of Technology shall indemnify Swash Legal Consultants and its affiliates from any loss, costs, liabilities, damage or other expenses (hereinafter "Claims"), arising from or in connection with the implementation of this Agreement or the services contemplated herein that have resulted from the failure by Kashi Institute of Technology to fulfill its obligation under this Agreement, the negligence, or intentional misconduct of Kashi Institute of Technology.
12. **FORCE MAJEURE.** In the event either party shall be delayed or hindered in or prevented from the performance of any act required, hereunder by reasons of strike, lockouts, labor troubles, inability to procure materials or services, failure of power or restrictive government or judicial orders, or decrees, riots, insurrection, war, Acts of God, inclement weather or other reason or cause beyond that party's control, then performance of such act (except for the payment of money owed) shall be excused for the period of such delay.
13. **NOTICES AND DELIVERIES.** Any notice required or permitted to be given hereunder by either party hereunder shall be in writing and shall be deemed given on the date received if delivered by electronic means, or personally or by a reputable delivery service, or seven (7) days after the date postmarked if sent by registered mail, return receipt requested, postage prepaid to the registered or correspondence addresses of the parties.

Correspondence details:

- For SwaSh Legal Consultants

Name: Dr. Bharti Jain

Address: H-661, 10<sup>th</sup> Avenue, Gaur City 2, Greater Noida West, Uttera Pradesh – 201009

Email: [bharti@swashlegal.com](mailto:bharti@swashlegal.com)

Mobile: 9990570555

- For Kashi Institute of Technology

Name: Dr. A K Yadav

Address: 23 km Milestone, Varanasi-Prayagraj Road, Mirzamurad, Varanasi- 221307 (U.P.)

Email: [director@kashiit.ac.in](mailto:director@kashiit.ac.in)

Mobile: 9415688071

14. If Kashi Institute of Technology delivers, ships, or mails materials or documents to Swash Legal Consultants, or requests that Swash Legal Consultants deliver, ship, or mail materials or documents to Sponsor or to third parties, then the expense and risk of loss for such deliveries, shipments, or mailings shall be borne by Kashi Institute of Technology, provided that Swash Legal Consultants followed written instructions of Kashi Institute of Technology for the materials that were delivered, shipped, or mailed. Swash Legal Consultants disclaims any liability for the actions or omissions of third party delivery services or carriers.

15. **CHOICE OF LAW, WAIVER AND ENFORCEABILITY.** This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of Indian Government, exclusive of its conflicts of law provisions. The failure to enforce any right or provision herein shall not constitute a waiver of that right or provision. Any waiver of a breach of a provision shall not constitute a waiver of any subsequent breach of that provision. If any provisions herein are found to be unenforceable on the grounds that they are overly broad or in conflict with applicable laws, it is the intent of the parties that such provisions be replaced, reformed or narrowed so that their original business purpose can be accomplished to the extent permitted by law, and that the remaining provisions shall not in any way be affected or impaired thereby.

16. **SURVIVAL.** The rights and obligations of Kashi Institute of Technology and Swash Legal Consultants, which by intent or meaning have validity beyond such termination (including, but not limited to, rights with respect to inventions, confidentiality, discoveries and improvements, indemnification and liability limitations) shall survive the termination of this Agreement.

17. **DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof may be settled by mutual discussion or mediation. If not settled by mutual discussion or mediation, then the dispute shall be settled by arbitration administered by the Indian Council of Arbitration, ("ICA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator shall be binding and may be entered in any court having jurisdiction

thereof. If arbitration is demanded by Swash Legal Consultants, such arbitration shall take place in New Delhi, India. Such arbitration shall be conducted in English by one arbitrator mutually acceptable to the parties selected in accordance with ICA rules. The arbitrator shall not have the power to award any punitive damages or any damages excluded by this Agreement.

**18. ENTIRE AGREEMENT, HEADINGS AND MODIFICATION.** This Agreement, together with the applicable annexures, contains the entire understandings of the parties with respect to the subject matter herein, and supersedes all previous agreements (oral and written), negotiations and discussions. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof. Any modifications to the provisions herein must be in writing and signed by the parties. IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties hereto through their duly authorized officers on the date(s) set forth below.

For- Kashi Institute of Technology

For -Swash Legal Consultants

Name: Dr. A.K. Yadav

Title: Dy. Director

Witness: Dr. Kumar Sonu

Asst. Dean (R&D)

Kashi Institute of Technology

Date: 14<sup>th</sup> August, 2023

Name: Dr. Bharti Jain

Title: Founder & Director

Witness:

Manager-

HANUMAN SURANA

Date: 14<sup>th</sup> August, 2023

