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INDIA NON JUDICIAL

Government of Uttarakhand

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Certificate No.

Certificate Issued Date

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Unique Doc. Reference

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Description of Document

Property Description

Consideration Price (Rs.)

First Party

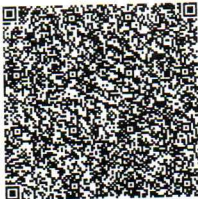
Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

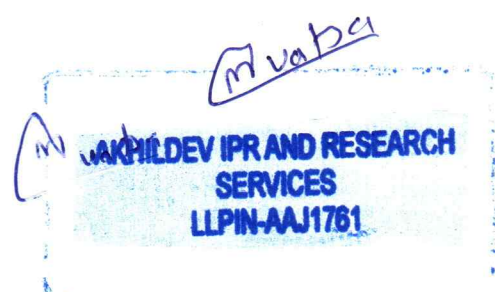
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: 23-Jan-2023 12:47 PM
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: SWAMI RAMA HIMALAYAN UNIVERSITY JOLLY GRANT
: Article Miscellaneous
: NA
: 0
: (Zero)
: SWAMI RAMA HIMALAYAN UNIVERSITY JOLLY GRANT
: NA
: SWAMI RAMA HIMALAYAN UNIVERSITY JOLLY GRANT
: 100
: (One Hundred only)

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING FOR INTELLECTUAL PROPERTY RIGHTS

This Memorandum of Understanding (MoU) is entered into on this September 23, 2024.

This Memorandum of Understanding (MoU) pertains to the establishment, nature, and closure of the agreement between:

SWAMI RAMA HIMALAYAN UNIVERSITY (hereinafter referred as SRHU), a University established under section 2(f) of UGC ACT and enacted vide Uttarakhand State Act having its registered office at Swami Ram Nagar, P.O. Jolly Grant, Dehradun, Uttarakhand-248016

AND

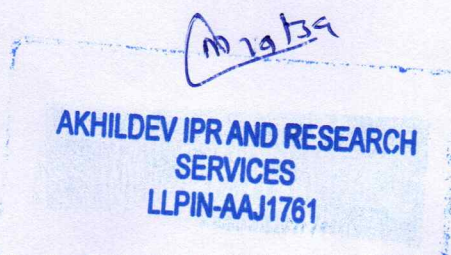
AKHILDEV IPR AND RESEARCH SERVICES (hereinafter referred as Akhildev IPR) having its registered office at Star Court 06-12A01, Jaypee Greens, Greater Noida-201310.

Detailed deliverables of the integration and association are listed below in this MoU.

This MoU provides the details of this agreement and the consequent mutually beneficial relationships entered into by both the above parties mutually in the specific and sole context of IPR matters and proceedings before the Controller of Patents, Designs or Registrars of Copyrights or the Government of India in connection therewith or incidental thereto including but not limited to: filing Patent, Design and Copyrights applications, amendment of applications or of the specifications, or any other document filed in respect of the applications or of change in our name, address or address for service and in general to do all acts or things with respect thereto or with respect to any letters Patent, Copyright and Design granted thereon, including but limited to: renewal thereof, filing of statements of working thereof, restoration thereof, registration of any license, mortgage, assignment, transfer or other interest in respect thereof or of change in the name, address or transfer or other interest in respect thereof or of change in name, address or address for services and in general to do all acts or things with respect to this agreement.

A) Deliverables from Swami Rama Himalayan University

- Invention disclosure form from Inventors
- Power of attorney from applicant
- Payment as per our mutual agreement



- Time allows for discussion with inventors over phone or in meeting
- Others necessary documents for IPR filings e.g., Patent, Design or Copyrights
- IPR matters documents from applicant or Inventors side and proceedings before the Controller of Patents or the Government of India in connection therewith or incidental thereto including but not limited to: filing Patent, Copyright and Design applications, amendment of applications or of the specifications, or any other document filed in respect of the application, or of change in name, address or address for service and in general to do all acts or things with respect thereto or with respect to any letter Patent, Copyright and Design granted thereon, including but not limited to: renewal thereof, filing of statements of working thereof, restoration thereof, registration of any license, mortgage, assignment, transfer or other interest in respect thereof or of change in name, address or address for service and in general to do all acts or things with respect to this agreement.

B) Deliverables from Akhildev IPR and Research Services:

- CBR of all filed Patent, Copyright and Design Patent.
- Related documents for Patent, Copyright and Design Patent.
- Certificate of Patent, Copyright and Design Patent.
- Invoices for Patent, Copyright and Design Patent.
- Schedule of Charges as per Annexure 1. Patent, 2. Copyright and 3. Design 4. Trademark

C) Terms and Conditions:

Akhildev IPR and Research Services hereby states, confirms and agrees with the following conditions:

1. This MoU is independent of any other MoU's that the college/University/Company signed with Akhildev IPR and Research Services.
2. Term and Termination: This MoU shall be valid only for the purpose of IPR matters and shall have the duration of two years from the date of MoU. It will be extendable on mutual consent. Either party shall have the right to terminate this MoU without cause, providing a written notice of 30(Thirty) days. Further, without prejudice to the foregoing, both parties accounts details reserve the right to terminate this MoU immediately, in case the other party breaches any obligation/responsibilities under this MoU. Upon termination of this MoU the both parties "shall immediately fulfill the closure formalities, which shall include returning all the proprietary material to other party including all claims, confidential data, accounts details and payment of all the




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outstanding invoices, if any. The rights and obligations of SRHU and Akhildev IPR , which by intent or meaning have validity beyond such termination(including, but not limited to rights to inventions , confidentiality, discoveries, already assigned matters and improvements, indemnification and liability limitations) shall survive the termination of this MoU.

3. Any and all changes to/amendments of this MoU shall be valid if and only if they are made or included with the mutual consent of SRHU and Akhildev IPR and Research services through their respective authorized representatives.
4. SRHU and Akhildev IPR and Research services shall not transfer/assign its rights under the present MoU in favour of any third party.
5. Representation and warranties: Each Party represents and warrants to the other that it has the full power and absolute authority to enter into, execute and deliver this MoU and to perform its obligations and the transactions contemplated hereby and, it is duly incorporated and validity registered under the laws of the jurisdiction of its incorporation or organization. The execution and delivery of this MoU and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or other internal action of such party.
6. Indemnification: Each Agrees to indemnify and hold harmless each other from and against direct and actual losses, reasonable costs including without limitation the reasonable fees, costs of investigation, expenses, claims, actions or proceedings (collectively, "losses") which may be incurred , made against or suffered by a party, its officers, agents or employees arising directly out of or in connection with or as a consequence of (i) the non-performance of their respective obligations under this MoU, (ii) any material breach of representations, warranties, covenants made by either Party in this MoU. without any delay.
7. SRHU shall forward to Akhildev IPR & Research Services in a timely manner all documents, materials and information in SRHU's possession or control necessary for them to conduct the services. Akhildev IPR and Research services shall perform its obligations under this MoU without any delay.
8. NOTICES AND DELIVERIES: Any notice required or permitted to be given hereunder by either hereunder shall be in writing and shall be in deemed given on date received if delivered personally or by reputable overnight delivery service , or seven (7) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the registered addresses of the parties.

D) Confidentiality

- That all papers and information given by SRHU to the Akhildev IPR shall be the property of the University and shall be strictly treated as a confidential information. "Confidential Information" shall mean all the information that are treated as confidential by the university and furnished or disclosed by University either directly or indirectly in writing, orally or visually to the

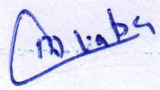


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Akhildev IPR as confidential information. Unless otherwise agreed to in advance and in writing by the university, Akhildev IPR will not, except as required by law or court order, use the confidential information for any purpose whatsoever other than the performance of the services or disclose the Confidential Information to any third party. Akhildev IPR may disclose the confidential information only to those of its employees who need to know such information, provided prior to any disclosure of such confidential information to any such employee, such employee shall be made aware of the confidential nature of the confidential information and shall execute or shall already be bound by, a non-disclosure agreement containing terms and conditions consents with the terms and condition of this MoU. In any event, Akhildev IPR shall be responsible for any breach of the terms and conditions of this agreement by any of its employee. Akhildev IPR shall use the same degree of care avoid disclosure of the confidential information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care. Upon the termination or expiration of this engagement for any reason, or upon University's earlier request, Akhildev IPR shall deliver to university all of university's property or confidential information in tangible form which they may have in its possession or control.

- Any information, whether written, oral or in any other form, furnished hereunder by one Party to the other or its employees, representatives or agents shall be considered confidential by the receiving Party, which shall be considered confidential by the receiving Party, which shall take all necessary precautions to keep the confidential information, secret and confidential.
- That the confidential information divulged by the SRHU shall be treated as strictly confidential and Akhildev IPR shall not, without the prior written consent of the SRHU or as expressly permitted herein, disclose to any other person, entity, or use or allow others to disclose or use, the confidential information in any manner whatsoever.
- That Akhildev IPR agrees not to divulge, exploit and misuse the confidential information and not disclose to any third party without prior written consent




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of the SRHU except for use of the purpose and in the manner as agreed herein and in furtherance of discussion concerning.

- That the confidential information shall not be copied or reproduced by the Akhildev IPR or its representatives at any time except with the prior written consent of the SRHU.
- That the information received by Akhildev IPR from SRHU shall remain at all times the sole property of SRHU, and this agreement shall not be construed to grant to recipient any patents, licenses or similar rights to such information disclosed to Recipient hereunder.

E) Force Majeure

- If because of Force Majeure, either Party is unable to carry out any of its obligations under this MoU, either in whole or in part, and if such Party gives timely notice to the other Party thereof, then obligation of the Party giving such notice shall be suspended to the extent made necessary by such Force Majeure. The term "Force Majeure" as used herein shall mean any cause beyond the control of the Party affected thereby, including but not limited to, acts of God; acts of public enemy; insurrections; strikes; riots; fires; explosion; floods; extraordinarily severe weather; cancellation of transportation due to political circumstances; change of one or more sub-artistess due to illness; breakdown of or damage to plants, equipment, pipelines or facilities; sabotage; federal, state or municipal interference; governmental regulation; embargoes; acts of civil or military authority; or legislations that directly and materially impairs the University or Akhildev IPR and Research services.

F) Applicable Law and Jurisdiction

This MoU shall be governed by the construed in accordance with the laws of India as applicable from time to time. IN the case of any dispute or claim arising out or in connection with or relating to this MoU its construction or interpretation or the rights, duties and obligations of either of the Parties hereto, or the termination or validity hereof, the parties shall endeavour to resolve such dispute or claim through good faith discussions between the parties. If the dispute or claim in not resolved through such discussions within 30 (thirty) days after one party has served a written notice on the other party requesting the commencement of discussions, then such dispute or claim shall be referred vat the request in writing of either Party to arbitration by a panel of 3(three) arbitrators ("the Arbitration Board") in accordance with the Arbitration and conciliation Act, 1996 and any amendments or modifications made thereto. All arbitration proceeding shall be conducted in the



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English language and the seat and venue of arbitration shall be in Dehradun. Any award made by the Arbitration board shall be final and binding on both the parties. All legal disputes shall be subjected to courts in Dehradun only.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE ENTERED INTO THIS MoU EFFECTIVE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED SEALED AND DELIVERED

On Behalf of Swami Rama Himalayan University.

Name: Dr. Mukesh Bijawan

Designation: Registrar

Date: 23/09/24

Witness:

On Behalf of Akhildev IPR and Research Services.

Name: Dr. Madhuranjan Vatsa

Designation: Partner,

Date: 28/09/24

Witness:

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**SCHEDULE OF CHARGES OF PATENT FOR SWAMI RAMA HIMALAYAN
UNIVERSITY-2024-2025**

Section 1: Patents				
	Application	Professional charges (Rs.)	Govt. fee (Rs.)	Total Fee (per patent)
1.0	Publication of Patent within one Month (Drafting of Complete Specification with basic search, drafting of Forms & filing of Form-1,2,3,26,28,5&9)	22000/-	4100/-	30000/-
2.0	After Publication till grant/disposal: 1. Filing of Examination Form, 2.A) FER response (Prepared by Inventors) 2.B) FER response (prepared and filing by Attorney) 3. Hearing and written submission	1. 1000/- 2.A) 1000/- 2.B) 10,000/- 3. 10,000/-	1. 4000/- 2.A&B) As per Govt. fee (if applicable) 3. As per Govt. fee (if applicable)	
3.0	Receiving and reporting regarding Grant of Patent and forwarding Letters Patent Document	500/-		
4.0	Seeking permission from National Biodiversity Authority (NBA) for filing IP application under section 6 of The Biological Diversity Act including filing Form-III etc. with NBA and related action till NBA permission is obtained	7000/-	500/- to 5000/- as per Govt. fees	
5.0	Attending to renewals and sending renewal certificate per year	2500/-	As per the Govt. fees	
6.0	Filing Form-27 per year for working of patent	500/-		
7.0	Request for recordal of mere change in name of the Applicant/Patentee, change in address, nationality, or address of service or adjournment filing or time extension	1500/-	As per Govt. fees	
8.0	Drafting and filing petition under Rule 137 / 138	5000/-	As per Govt. fees	
9.0	Prior art Search report for novelty, inventiveness, and utility	3,000/- (mandatory for all new filing)		
10.0	Each sheet of specification in excess of 30 sheets	800/-	800/-	
11.0	Each claim in excess of 10 claims	1600/-	1600/-	
12.0	Inventorship certificate	2500/-	900	

Note:

1. 50% payment after filing of Patent (TDS on professional fees).
2. GST 18% applicable on Professional fees
3. Other Services charges based on mutual consent.



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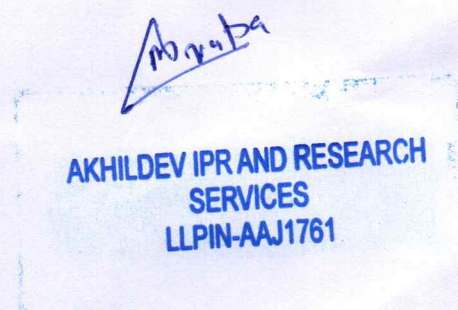
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**SCHEDULE OF CHARGES OF COPYRIGHT FOR SWAMI RAMA HIMALAYAN
UNIVERSITY-2024-2025**

S. No.	COPYRIGHT REGISTRATION	Professional charges (Rs.)	Govt. fee (Rs.)	Total Fee (Per copyright)
1.	Preparation and Filing of Form-XIV, Preparation and Filing of Literary work, Preparation and filing of NOC, Preparation and filing POA, Out of pocket expenses on account of courier to Copyright office of all forms of double copy, typing, printing, photocopy, conveyance etc.	5500/-	500/-	6000/-

Note:

1. 50% payment after filing of copyright (TDS on professional fees).
2. GST 18% applicable on Professional fees
3. Other Services charges based on mutual consent.

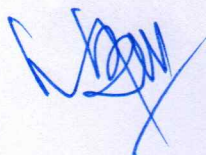


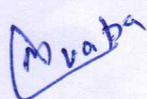
**SCHEDULE OF CHARGES OF DESIGN FOR SWAMI RAMA HIMALAYAN
UNIVERSITY-2024-2025**

S. No.	DESIGN REGISTRATION	Professional charges (Rs.)	Govt. fee (Rs.)	Total Fee (per Design)
1.	Preparation and Filing Form-1, Preparation and Filing Form-21, Preparation and Filing Representation sheet, Preparation and Filing FER filing, Hearing attending and written submission, Certificate courier to university, Out of pocket expenses on account of courier to IP office of all forms of double copy, typing, printing, photocopy, conveyance etc.	11000/-	4000/-	15000/-

Note:

1. 50% payment after filing of Design (TDS on professional fees).
2. GST 18% applicable on Professional fees
3. Other Services charges based on mutual consent.




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**SCHEDULE OF CHARGES OF TRADEMARK FOR SWAMI RAMA HIMALAYAN
UNIVERSITY-2024-2025**

S. No.	TRADEMARK REGISTRATION	Professional charges (Rs.)	Govt. fee (Rs.)	Total Fee (per TM)
1.	Preparation and Filing Trademark application in one class Out of pocket expenses on account of courier to IP office of all forms of double copy, typing, printing, photocopy, conveyance etc.	2500/-	9000/-	11500/-

Note:

1. 50% advance payment after filing of Trademark (TDS on professional fees).
2. GST 18% applicable on Professional fees.
3. Other Services charges based on mutual consent.

