

MEMORANDUM OF UNDERSTANDING

This Agreement is made in Jaipur and executed on the 27th day of January, 2023
(Effective date)

BETWEEN

UNIVERSITY OF ENGINEERING & MANAGEMENT, JAIPUR, having its office at "GURUKUL", 6 kms from Chomu on Sikar Road (NH-11), Udaipuria Mod, Jaipur-303807, Rajasthan, INDIA, (hereinafter referred to as "**UEM**", which expression shall, unless it be repugnant to the subject or context herein, include its successors and assigns) of the FIRST PART.

AND

Innovate Intellectuals, a LLP firm, having its office at 102 Sector 9 New Vijay Nagar, Distt. Ghaziabad – 201009 (UP), INDIA (hereinafter referred to as "**INNOVE**", which expression shall, unless it be repugnant to the subject or context herein, include its successors and assigns) of the SECOND PART.

Whereas; UEM is an Indian University established in 2011 under IEM Trust and is governed by IEM Trust, 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.

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

Whereas INNOVE 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 UEM and INNOVE 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:

[Handwritten signature]
For University of Engineering & Management
Jaipur

Initial Sign & seal of University



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[Handwritten signature]
POOJA
DIRECTOR & CEO
INNOVE INTELLECTS
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1. That UEM shall retain INNOVE only to file 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;
 - G.
2. That UEM will pay billed amount of INNOVE on or before seventh day of every month without tax.
3. That UEM will pay any and all kinds of Governments fee through demand drafts or suitable applicable mode in the name of the concerned authority as and when required or it will be paid by Innove at time of filing after then respective fees invoice send along with monthly basis invoice.
4. That INNOVE will use the confidential information, provided by UEM, 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.
5. That INNOVE 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 INNOVE by UEM.
6. That INNOVE will provide IPR training(s) and awareness programmes on request by UEM and it will inform INNOVE well in advance (Approx. 7 days) about such programmes.
7. That INNOVE will update UEM about the latest developments in respect of the IPRs as and when needed by the representative(s) of UEM.
8. 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.

Initial Sign & seal of University



POOJA KUMAR
DIRECTOR & CEO
INNOVE INTELLECTS

9. INNOVE represents to UEM 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, INNOVE 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. Sponsor agrees that it will not enter into an agreement with a third party that would alter or affect the regulatory obligations delegated to INNOVE in any study or project without the written consent of INNOVE, which will not be unreasonably withheld.

10. **INDEMNITY.** UEM shall indemnify INNOVE 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 UEM to fulfill its obligation under this Agreement, the negligence, or intentional misconduct of UEM.

11. **COOPERATION; SPONSOR DELAYS.** UEM shall forward to INNOVE in a timely manner all documents, materials and information in Sponsor's possession or control necessary for INNOVE to conduct the Services. INNOVE shall not be liable to Sponsor nor be deemed to have breached this Agreement or any Work Order for errors, delays or other consequences arising from Sponsor's failure to timely provide documents, materials or information or to otherwise cooperate with INNOVE in order for INNOVE to timely and properly perform its obligations.

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, wear, 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 personally or by a reputable overnight delivery service, or seven (7) days after the date postmarked if sent by registered

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POOJA KUMAR
DIRECTOR & CEO
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or certified mail, return receipt requested, postage prepaid to the registered or corporate addresses of the parties.

14. If Sponsor delivers, ships, or mails materials or documents to INNOVE, or requests that INNOVE 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 Sponsor, provided that INNOVE followed Sponsor's written instructions for the materials that were delivered, shipped, or mailed. INNOVE 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 Sponsor and INNOVE, 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. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof may 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 INNOVE, such arbitration shall take place in Ghaziabad, 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.

REGISTRAR
University of Engineering & Management

[Signature]
27/1/2021
Initial Sign & seal of University



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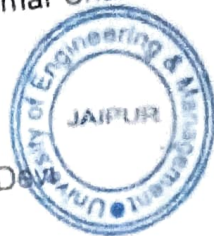
POOJA KUMAR
DIRECTOR CEO
INNOVE INTELLECTS
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IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties
hereto through their duly authorized officers on the date(s) set forth below

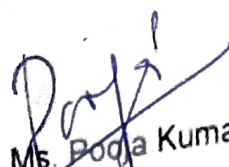
For- **UNIVERSITY OF ENGINEERING
& MANAGEMENT, JAIPUR**


Name: Prof. (Dr.) Pradeep Kumar Sharma
Title: Registrar


Witness: Prof. (Dr.) G. Uma Devi
Professor-CSE
UEM Jaipur



For **INNOVE INTELLECTS**


Name: Ms. Pooja Kumar
Title: Founder & Director

POOJA KUMAR
DIRECTOR & CEO
Witness: Mr. Ankit Tyagi
Manager - Legal Affairs,
Innovate Intellects

Date: 27.01.2023

Date: 27.01.2023