



Memorandum of Understanding

IGEN Edu Solutions Pvt. Ltd., India

and

Jaipur Engineering College and Research Centre, Jaipur, India

IGEN Edu Solutions Pvt Ltd Chandigarh

Email:

Jaipur Engineering College and Research Centre, Jaipur, India

Email: principal@jecremail.com





MEMORANDUM OF UNDERSTANDING

between

M/s. IGEN Edu Solutions Pvt. Ltd., India

&

Jaipur Engineering and Research Centre, Jaipur, India

To

Strengthen the Innovation Ecosystem through creation and protection of intellectual property at Jaipur Engineering College and Research Centre, Jaipur which leads to the funded and sponsored projects under various national and international schemes.

This Memorandum of Understanding (MoU) is made on this day 06th Jan 2022 By AND BETWEEN M/s. M/s. IGEN Edu Solutions Pvt. Ltd. namely in short "IGEN Edu Solutions Pvt. Ltd." which expression shall unless repugnant to the context there of shall remain and include its successors, legal representatives and permitted assigns, on the FIRST PARTY.

AND

Jaipur Engineering College and Research Centre, Jaipur namely in short "JECRC" represented by the Principal, Jaipur Engineering College and Research Centre is engaged in running a higher educational institute offering graduate program — B.Tech which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns) on the SECOND PARTY.

The parties have led preliminary discussions in this matter and have ascertained areas of broad consensus. The parties now, have therefore, agreed to enter in writing these area of consensus, under Memorandum of Understanding.

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Now this Memorandum of Understanding witnesses that:

1. SCOPE AND PURPOSE

The parties recognize the benefits to be derived from this collaboration and cooperation for the further development of the students and faculty of the University. The purpose of this MOU is to define the areas for Advanced Research and Innovative Ecosystems and to foster a collaborative framework between the University and IGEN.

JECRC is desirous of encouraging creative research and file good number of patents by motivating its human recourse pool. JECRC further aspire that ideas and inventions which result as a part of this collaboration should be brought into use for public benefit at the earliest possible time and also lead to patent grant and technology transfer.

In order to enhance Innovative skills of students and faculty, the IGEN will provide regular seminars and workshops to aware them regarding their Intellect property rights.

2. OBJECTIVE OF MOU

The primary objective of the MOU is to develop an advanced research and development ecosystem through funded and sponsored projects, industrial and government tie up and foreign collaborations in the light of various intellectual properties being generated at JECRC like patents, copy rights, trademarks and design patents.

3. TECHNICAL AREA OF COLLABORATION:

IGen Shall:

- ✓ Provide academic interaction by delivering special lectures at JECRC and through online mode on topics of relevance;
- ✓ Provide necessary help in organizing workshops/seminars for enhancement of innovative skills of students and faculty of JECRC;
- √ Facilitate in developing IP cell with funded or sponsored projects.
- ✓ Facilitate patent searching, drafting and patent filing.

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- ✓ Facilitate in patent prosecution cycle required for the patent grant
- Provide complete IP management including copyright, trademark etc.
- ✓ Encourage creativity and innovation through organising workshops, seminar, training programs and events.
- ✓ Recommending and creating IP and Startup Policy for Institution
- ✓ Facilitation commercialization of Intellectual Property
- √ Facilitation in technical writing
- ✓ Facilitation in government and Industry funded or sponsored project
- ✓ Hand hold in preparing for different accreditation and ranking related to innovation.

4. PROPOSED MODE OF COLLABORATION:

Both the parties propose to collaborate through the following:

- ✓ Cooperation and promotion of research and innovation ecosystems in areas of mutual interest;
- ✓ To provide IPR awareness among faculty and students at Jaipur Engineering College
 and Research Centre, Jaipur campus;
- ✓ Any other appropriate mode of interaction mutually agreed upon.

5. TERMS AND CONDITIONS:

- ✓ The first party will provide experienced trainers/instructors for the awareness programme;
- ✓ The first party shall conduct seminars/promotional activities on demand in the campus and or online mode;
- ✓ The seminars/workshop will be imparted on regular session and on patent searching, drafting and patent filing;

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- ✓ The seminars/workshop will be imparted on regular session and on Research Paper writing:
- ✓ For conducting training at JECRC, the first party would provide requisite
 infrastructure with specialized and experienced faculties and training/study
 materials;
- ✓ The second party to intimate in advance regarding schedule/dates for such trainings
 to be conducted;
- ✓ The second party can provide feedback and tests for quality assurance;
- ✓ The first party will assist/facilitate for filing of ideas and grant of patent under the
 ambit of the MOU.

6. INVOICING

- ✓ IGEN will raise an invoice according to the type of project (pricing in annexure).
- ✓ IGEN will raise invoice for government and Publisher fee in advance(from processing of patent filing to other steps as mentioned in attached excel sheet through a reputed intellectual property and research KPO firm)
- ✓ JECRC shall make the payment towards the invoice raised by IGEN within 10-15 days of receipt of the invoice.
- ✓ All Invoices will be generated as per mutual agreed price.

7. CONFIDENTIALITY

Neither party will disclose any information of this MoU connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by corporate communication of either party or by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.

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8. INTELLECTUAL PROPERTY

Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.

9. PERIOD OF VALIDITY

The cooperation is intended for an initial duration of three (3) years, with the possibility to extend through a mutual agreement in writing, whereas each Party may have the possibility to terminate its participation in the cooperation by informing the other Parties, in writing, one (1) months in advance.

10. COORDINATION

Both the parties will designate persons who will have responsibility for co-ordination and implementation of this agreement. Participating Staff involved in any activities under this MOU must adhere to laws and rules & regulations of the host institutions.

11. CHANGE/AMENDMENT

No changes/amendment can be made to this MoU without written consent and duly signed by all the parties. Document containing such additions, deletions/ alterations shall be signed by all the parties and shall form agenda to this MoU and be deemed to be part of this MoU.

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12. DISPUTES:

All dispute or difference arising between the parties as to the effect, validity or interpretation of this MoU or as to their rights, duties or liabilities hereunder (Disputes) shall be resolved by mutual discussion between representatives of the parties.

13. ARBITRATION

In the event of failure to reach an amicable solution by both the parties within thirty (30) days from the commencement of mutual discussions, such dispute shall be referred and settled by Arbitration. The Arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration proceedings shall be at Jaipur and the arbitration proceedings shall be in English language. The parties hereby agree to submit to the exclusive jurisdiction of the courts in Jaipur for initiating any legal action for enforcing any terms and conditions of rights and obligations under this MoU.

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14. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the *parties*, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

SIGNED by, for and on behalf of

(First party)

Authorized Signatory

Name:

Dr. Inderpreet Kaur

Designation:

Director, IGEN

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Control (a Trial Ad)

Witness:

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SIGNED by, for and on behalf of

(Second party)

Authorized Signatory

Name: Prof. (Dr.) Vinay Kumar Chandna

Designation: Principal

Seal PRINOIPAL
Jaipuringlessing College &
Research Custre
Tonk Road, Jaipur-302022

Witness: