

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding [hereinafter referred to as the “MoU”] is made on this 13 day of June, 2023, [hereinafter referred to as the “Effective Date”] by and between:

IKP Knowledge Park, a not-for-profit company incorporated under the Companies Act, 1956 of India having its registered office at Genome Valley, Turkapally, Shameerpet Mandal, Medchal-Malkajgiri Dist. Hyderabad-500 101, Telangana, India, (hereinafter referred to as “**IKP**”, which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its affiliates and assigns), of the FIRST PART;

AND

Indian Institute of Science Education and Research (IISER) located at Mohanpur, Nadia, West Bengal 741252, India (hereinafter referred to as “**IISER**”, which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its affiliates and assigns), of the SECOND PART;

AND

Research Innovation and Scientific Entrepreneurship (RISE) Foundation IISER, set up on the Indian Institute of Science Education and Research (IISER) Kolkata campus, located at, IISER, Mohanpur Nadia, West Bengal 741252, India (hereinafter referred to as “**RISE**”, which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its affiliates and assigns), of the THIRD PART.

Each party is individually referred as a “**Party**” and together the “**Parties**”.

BACKGROUND

- A. IKP is a Section 8 Company set up to promote and run a science park and startup incubator to enable organizations to undertake research and development in life sciences and engineering domains and commercialize their technologies, products and services.
- B. IKP through its technology transfer office, IKP Platform for Regional IP Management Ecosystem (hereinafter referred to as “IKP-PRIME”), provides intellectual property protection, intellectual property management, technology transfer, licensing, and technology commercialization services to academic/research institutions, startups and industry.

Deepa Chandra

P. V. J. L.

Aya 81-

- C. IISER is an autonomous public university established by the Ministry of Human Resource Development in 2006 and promoted to the status of an Institute of National Importance in 2012 vide the NIT Amendment Act.
- D. RISE IISER is set up on the IISER Kolkata campus – to act as a nodal hub to enhance entrepreneurship in the eastern and north-eastern part of India, thereby creating new job opportunities and strengthening the economy of the region. RISE has received generous Funding from NIDHI-TBI scheme of Department of Science and Technology (DST), Government of India and IISER Kolkata for developing state-of-the art facilities to foster entrepreneurship.
- E. The Parties have agreed to collaborate on various services as defined in the Clause 2 (“**Purpose**”) and which is further set forth in the objectives defined, along with specific terms and conditions of this MoU.
- F. The Parties have agreed to share information with each other for the Purpose and to share information/material with each other subject to the terms of this MoU.

AND NOW, THEREFORE, the Parties agree to this non-binding MoU as per the following terms and conditions:

1. TERMS OF THE MOU

- 1.1. **Collaboration-** The Parties hereby agree to this MOU under good faith principle and without any legal obligations, under which the Parties intend to collaborate with respect to the Purpose. The Parties’ mutual obligations under such collaboration shall be as set forth in Clause 3 (“**Objectives**”). The Parties may freely negotiate and execute a definitive agreement subsequent to this MoU. IKP-PRIME, being the technology transfer office of IKP, shall be the implementing body on behalf of IKP for the Purposes of this Agreement.

2. PURPOSE

The Parties have agreed to collaborate for various services including without limitation to intellectual property, technology transfer, licensing, leads for sponsored research collaboration, support for spin out formation, contract drafting and review, IP awareness, promoting entrepreneurship and related services. **IISER** shall introduce **IKP** as its preferred partner to its faculty, researchers, and start-ups for availing the services, wherein scope and consideration of which will be as per a separate definitive agreement.

Signature 2

P. a. P. R.

Aya B.

3. OBJECTIVES

The following objectives are mutually agreed upon by PARTIES. The key activities and responsibilities related to these objectives are elaborated in **Annexure 1**.

- 3.1. To provide for IP awareness activities and counselling to fellows, innovators, students, researchers, and faculty.
- 3.2. To provide primary and ancillary services related to IP search, drafting & filing and management.
- 3.3. To facilitate technology transfer and licensing services.
- 3.4. To provide services for IP Policy drafting and implementation.
- 3.5. To provide support related to entrepreneurship activities.
- 3.6. To introduce industrial partner(s) for collaboration(s).

4. TERM AND TERMINATION

- 4.1. **Term** - This MOU shall become effective as of the Effective Date and shall be effective for five (05) years from the Effective Date, unless both Parties agree to extend the MOU in writing or unless terminated earlier by either Party under Section 2.2 of this Agreement.
- 4.2. **Termination of this MOU** - Either Party may terminate this MOU upon Sixty (60) days' written notice to the other Party.

5. CONFIDENTIALITY, PUBLICATIONS AND PUBLICITY

- 5.1. **Nondisclosure and Non-use Obligations** - At all times during the term of this MOU and additionally for a period of three (03) years following termination or expiration hereof, each Party shall, and shall cause its officers, directors, employees and agents, to not disclose and not use any Confidential Information provided or otherwise made known to it by the other Party, except to the extent such disclosure or use is permitted by the terms of this MOU or is reasonably necessary for the performance of this MOU.
- 5.2. **Confidential Information** - All information, whether in oral, written, graphic, electronic or other form (including copies thereof), including, but not limited to, information, data, formulas, processes, product ideas, know-how, a sample or model, that is disclosed by or on behalf of a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") under this Agreement, shall be deemed to be "**Confidential Information**". For purposes of this MOU, "**Confidential Information**" means any and all any and all information or material of a Party, including but not limited to the terms of this MOU, know-how, product dossier,

Deepanshu

Pu. P. L. Aya

patent (whether application or granted), trademarks, intellectual property (whether or not protectable), clinical trial data/information, reports, technical, scientific, regulatory or business strategy, plans and information or other activity of either Party that is disclosed to the other Party in connection with this MOU in writing or in any form or media (or orally or visually) whether or not marked confidential. Notwithstanding the foregoing, Confidential Information shall not include any information that:

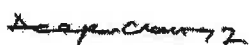
- 5.2.1. is or becomes part of the public domain through no wrongful act, fault or negligence on the part of the receiving Party;
 - 5.2.2. is available from other sources who are not under any obligation of confidentiality with respect to the information;
 - 5.2.3. has been made available by the providing Party to others without any obligation of confidentiality;
 - 5.2.4. is already in the possession of the receiving Party at the time of disclosure, as evidenced by documentation or other competent evidence; or
 - 5.2.5. has been independently developed by or for the receiving Party without reference to the providing Party's Confidential Information, as evidenced by documentation or other competent evidence.
- 5.3. **Publications** – Each Party shall be free to publish reports/articles etc., by giving due credits and acknowledgement towards the contribution of the other Party and the authorship rights shall apply based on the contributions of the Parties.
- 5.4. **Return of Confidential Information** – All copies of the information, except one copy for legal archive, shall be returned to the original owner of the Information within 30 days of expiration or termination of this MoU.

6. REPRESENTATION

Each Party hereby represents and warrants to the other Party that (a) it has the requisite power and authority to enter into this MOU and to perform according to its terms, and that the official signing this MOU has the authority to do so; and (b) the execution, delivery and performance by the Party of this MOU do not and will not contravene or conflict with the governing documents of the Party or any applicable laws, or constitute a default in any material respect under any agreement or instrument to which the Party is a party.

7. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be interpreted and enforced in accordance with the laws of India, without regards to the conflict of law provisions, exclusively by the courts of competent jurisdiction at Hyderabad or Kolkata. Any dispute arising out of or in





connection with this Agreement shall be resolved amicably between the Parties within 30 days, failing which such dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, and Rules made thereunder, and its modifications, amendments and re-enactments thereof. The venue of arbitration shall be Hyderabad or Kolkata. The language of the arbitration shall be English.

8. MISCELLANEOUS

- 8.1. **Waiver** - No failure or delay on the part of either party in exercising any right, power or privilege under this MoU will operate as waiver thereof, nor will any single or partial exercise of any such right, power or privilege operate as a waiver of any subsequent exercise thereof.
- 8.2. **Notices** - All notices under this MoU shall be in writing and shall be deemed to be given when personally delivered or when sent by confirmed e-mail or when sent by post to the address of the party set out in this MoU.
- 8.3. **Independent Contractors** - The relationship of the Parties is that of independent contractors and not agents of each other or joint ventures or partners, regardless of whether either or both Parties establish an office in the headquarters of the other Party. Each Party shall maintain sole and exclusive control over its personnel and operations. Neither Party shall have the power to bind or obligate the other Party in any manner.
- 8.4. **Entire MoU** - This MoU constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior oral or written agreements, understanding, negotiations and discussions between the Parties pertaining to such subject matter.
- 8.5. **Severability** - In the event that any provision of this MoU is deemed illegal, invalid or unenforceable under present or future laws, it shall be ineffective to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions or conditions of this MoU. The Parties shall remain legally bound by the remaining terms of this MoU and shall strive to reform the MoU in a manner consistent with the original intent of the Parties.
- 8.6. **Force-majeure** - If at any time during the existence of this MoU, either party is unable to perform whole or in part any of its obligations because of war, hostility, military operations of any character, acts of Government, sabotage, fire, floods, explosions, epidemics, strikes and any other matter which are beyond human control, then the date of any obligation under this MoU shall be postponed

Deepa Chawla

P. U. Jale Apr 8'

during the time for which such circumstances are operative.

- 8.7. **Counterparts, Facsimile Execution** - This MoU may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The Parties have caused this non-binding MoU to be duly signed by the authorised representatives and executed in counterparts.

Signed and delivered on
behalf of

IKP Knowledge Park

Signature: 

Name: Ms. Deepanwita
Chattopadhyay
Title: Chairman & CEO

Date: 13/06/2023

Signed and delivered on
behalf of

IISER Kolkata

Signature: 

Name: Prof. Prasanta K.
Panigrahi
Title: Director

Date: 13/06/23

Signed and
delivered on behalf
of
**RISE, IISER
Kolkata**

Signature: 

Name: Prof. Ayan
Banerjee
Title: Director

Date: 13.06.2023

ANNEXURE 1: KEY ACTIVITIES AND RESPONSIBILITIES

Sr. No.	Key Activities	Responsibilities
1	Capacity Building	Creating awareness for faculty members, researchers, graduate students, and startups (specifically focused on technology development and commercialization milestones).
		Experiential learning about IP Options, IP models, patentability awareness and market research
2	Technology Commercialization	Provide services to assist in drafting policy framework for Innovation, Intellectual Property, Technology Transfer and University spin-outs
		Provide services related to assessment of technology and patentability assessment, market opportunity, and IP filing
		Industry Engagements to advance university-industry collaborations through sponsored research and licensing activities
3	Events & Technology showcase	Collaborate with IISER and RISE to showcase technology and startups through various events such as startup weekend, workshops, etc.

Deepa Chawla

P. V. Reddy Agan 81-