



**MEMORANDUM OF UNDERSTANDING
FOR
GETTING ASSOCIATED FOR INTELLECTUAL PROPERTY ACTIVITIES WITH ITS
EDUCATION GROUP**

This Memorandum of Understanding (MoU) is made on this the day of ----- 2018 by
and between

I.T.S. Engineering College is an Indian educational facility located in Greater Noida HAVING ITS ADDRESS AS 46, Knowledge Park III, Greater Noida, Uttar Pradesh 201308 (hereinafter referred to as 'ITS', which expression shall include their subsidiaries, branch offices, associations, administrator, legal heirs, group institutions etc.).

AND

Ennoble IP (EIP) having its offices at B-17, First Floor, Sector 6 Noida, 201301, which expression shall include their subsidiaries, branch offices, associations, administrator, legal heirs etc.).

1. BACKGROUND:

- 1.1. ITS is a non-profit multi-disciplinary private college with the vision to be the most preferred educational group with global recognition
- 1.2. Ennoble IP is an intellectual property and Quality services providing firm. The firm is established by a group of IP and Quality professionals Experts and IP lawyers. Ennoble IP assist clients in all fields of Quality and intellectual property including patents, trademarks, copyright, designs, plant variety protection, geographical indications – from its development to its monetization.
- 1.3. Ennoble IP also conducts hands-on workshops, lecture series and seminars to educate and train the in-house personnel of companies, educational institutions, government and semi-government bodies towards aspects of creation, management and commercialization of IP.
- 1.4. Whereas, ITS is desirous of getting associated with Ennoble for Intellectual property activities and Training & development with the following primary objectives:
 - 1.4.1. Sensitize the complete campus of ITS towards IP.
 - 1.4.2. Identify and manage the IP generated by ITS.
 - 1.4.3. Project Guidance where worthy IP can be generated.
 - 1.4.4. Incentivize the inventors within ITS by protecting their intellectual wealth.
 - 1.4.5. Assist in rendering IP services in India and overseas.
 - 1.4.6. Handle IPR related issues on trademark, publications, software, etc.
 - 1.4.7. Organize training programs, seminars and workshops.
 - 1.4.8. Industry visits and interactions.

- 1.4.9. Make the students of ITS even more employable and open a few additional career avenues in IP for them.
- 1.4.10. Encourage creativity and innovation.
- 1.4.11. Recommend initiatives to sensitize and strengthen ITS on IP.
- 1.4.12. Ennoble IP will look out the IP activities of ITS.

The two parties to the MoU, with the intention of both being legally bound, accept the following terms and conditions:

2. RESPONSIBILITIES OF ENNOBLE IP:

- 2.1. To act as a resource body to handle the complete IP Activities of the Incubator and Innovation cell within the campus of ITS.
- 2.2. Offer total support and guidance in the field of IP, on paid and complementary basis as the case may be.
- 2.3. To act as a resource body for rendering intellectual property training programs, conducting seminars and workshops including development of program structure and module development.
- 2.4. To select and invite speakers for conducting the seminars and delivering lectures to the attendees.
- 2.5. To recommend initiatives to sensitize and strengthen the IP culture in ITS.
- 2.6. To look after the all IP activities (Patent, Trademark, Copyrights, Design) of ITS, (please find Annexure A to the MoU for the Commercial of IP Activities)

3. RESPONSIBILITIES OF ITS:

- 3.1. To provide infrastructure and administrative support as in case required for IP related activities.
- 3.2. To encourage the faculty members and students to associate with sensitization programs on IP.
- 3.3. All other support and assistance that would be required in seamlessly carrying on all the activities in Intellectual Property Rights.

4. EXCLUSIVITY

- 4.1. During the term of this MoU or its termination, whichever is earlier, ITS agrees to give complete exclusivity to Ennoble IP i.e. ITS shall not tie-up, during the term of this MoU with any other IP/Law firm, educational institute, training and development organisation or any such entity for intellectual property and related activities.
- 4.2. Ennoble IP will not interfere with the patent facilitation through NRDC. ITS faculties and students can move for IP filings through NRDC.

- 4.3. ITS agrees that it will route all its intellectual property and related activities through Ennoble IP.

5. INVOICING

- 5.1. Ennoble IP will raise an invoice according to the type of IP Filed.
- 5.2. ITS shall make the payment towards the invoice raised by Ennoble IP within 10 days of receipt of the invoice.
- 5.3. In case of IP filings that are generated in ITS out of this arrangement, the invoicing will be done as per the fee schedule attached as Annexure A.

6. INTELLECTUAL PROPERTY RIGHTS:

- 6.1. All intellectual property rights in the training material and the method of training will solely vest with Ennoble IP.

7. COORDINATION AND CONTACT PERSONS:

- 7.1. For Ennoble IP: The contact person at Ennoble IP for the purpose of services and support activities rendered under this MoU will be:

Khushal Juneja
Manager – Ennoble IP
Ennoble IP
Mobile No.: 8285439757
Email: khushal@ennobleip.com

- 7.2. The contact person at ITS for the purpose of support activities under this MoU will be:

(Insert Details)

8. FORCE MAJEURE

In the event of non-fulfillment of the terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither CGC nor Ennoble IP shall be held responsible for any loss or consequential loss.

9. LIABILITIES

- 9.1. ITS shall not, however, be liable for:

- a. any payments of claims by employees or associates of Ennoble IP.
- b. discharging any financial commitments made by Ennoble IP outside the scope of this MoU and without consulting ITS.
- c. any suit on account of demands and other laws by Ennoble IP which have no nexus with the object of the MoU being entered into.

9.2. Ennoble IP shall not, however, be liable for:

- a. any payments of claims by employees or associates of ITS.
- b. discharging any financial commitments made by ITS outside the scope of this MoU and without consulting Ennoble IP.
- c. any suit on account of demands and other laws by ITS which have no nexus with the object of the MoU being entered into.

10. BREACH OF MoU:

Both parties to the MoU will have the right to terminate the MoU, in case the terms and conditions of the MoU are violated by either party, by giving a written notice of 1 month to the violating party.

11. AMENDMENT TO THE MoU

The obligation of ITS and Ennoble IP have been outlined in this MoU. However, during the operation of the MoU, circumstances may arise which call for alteration or modifications of this MoU. These modifications/alterations will be mutually discussed and agreed upon in writing.

12. PERIOD OF VALIDITY

This MoU shall be initially valid for 3 years from the date of signing the MoU and to be renewed subsequently by mutual consent of both the parties.

13. DISPUTE RESOLUTION

Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the MoU.