

MEMORANDUM OF AGREEMENT

BETWEEN



NATIONAL RESEARCH DEVELOPMENT CORPORATION
(An Enterprise of DSIR, Ministry of Science & Technology, Govt. of India)
20-22, ZAMROODPUR COMUNITY CENTRE
KAILASH COLONY EXTENSION, NEW DELHI 110048

AND



DADI INSTITUTE OF ENGINEERING & TECHNOLOGY
National Highway 5, Anakapalle, Visakhapatnam - 531 002,
Andhra Pradesh

APRIL 2019



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Certificate Issued Date : 20-Apr-2019 12:41 PM
Account Reference : IMPACC (IV)/ dl857503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85750358536248966666R
Purchased by : NATIONAL RESEARCH DEVELOPMENT CORPORATION
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NATIONAL RESEARCH DEVELOPMENT CORPORATION
Second Party : Not Applicable
Stamp Duty Paid By : NATIONAL RESEARCH DEVELOPMENT CORPORATION
Stamp Duty Amount(Rs.) : 50
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NATIONAL RESEARCH DEVELOPMENT CORPORATION

(An Enterprise of DSIR, Ministry of Science & Technology, Govt. of India)

20-22, ZAMROODPUR COMMUNITY CENTRE

KAILASH COLONY EXTENSION, NEW DELHI 110048

AND

DADI INSTITUTE OF ENGINEERING & TECHNOLOGY

National Highway 5, Anakapalle, Visakhapatnam - 531 002

Andhra Pradesh



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this 27th day of **April, 2019**.

BETWEEN

National Research Development Corporation, an Enterprise of Department of Scientific & Industrial Research, Ministry of Science & Technology, Govt. of India, dealing within the meaning of and registered under the Companies Act, 1956, having its Registered Office at 'Anusandhan Vikas', 20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi-110 048 (hereinafter called '**NRDC**' which expression shall include its successors in interest/business and permitted assigns) of the one part;

AND

Dadi Institute of Engineering & Technology, a NAAC accredited institution in Andhra Pradesh established in 2006 under Sarada Educational Trust and affiliated to J.N.T.U, Kakinada located at National Highway 5, Anakapalle, Visakhapatnam - 531 002, Andhra Pradesh (hereinafter called "**DIET**" which expression shall include its successors in interest/business and permitted assigns) of the Other part.

WHEREAS '**NRDC**' is a company established by the Government of India with the objectives, inter-alia of promotion, development, licensing and commercial exploitation of indigenous technology, know-how and inventions, including the technical and engineering know-how generated by various publicly funded R&D laboratories, universities and institutions. Since its inception, '**NRDC**' has already transferred to industry and successfully commercialized a large number of technologies both in India and abroad.

WHEREAS, '**DIET**' is an autonomous Institute being approved by the All India Council for Technical Education, New Delhi, Accredited B+ grade by National Board of Accreditation, New Delhi and is affiliated to J.N.T.U, Kakinada. DIET offers B.tech, M. Tech, MBA and other technical educational courses. DIET has signed MoU with Microsoft and is an Institutional Member of IEEE-Institute of Electrical and Electronics Engineers, ACM - Association for Computing Machinery, CSI- Computer Society of India, IETE- Institution of Electronics & Telecommunication Engineers, ISTE- Indian Society For Technical Education, CII - Confederation of Indian Industry, IET- Institution of Engineering and Technology, Oracle- Oracle Academy(USA), Infosys - Infosys Campus Connect, Bangalore

WHEREAS '**DIET**' and '**NRDC**' recognize the respective strengths of the two organizations and accordingly agree to cooperate in the development of technologies and their successful transfer to industry for commercial exploitation and socio-economic benefits.

Now therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follow:



1. Subject to the conditions hereinafter contained 'DIET' agrees to assign its technologies/Know-hows(s) to 'NRDC' free from encumbrances and developed by "DIET" for sole and absolute right of marketing and licensing for commercial exploitation by 'NRDC'.
2. 'DIET' also agrees to provide 'NRDC'/Licensee of 'NRDC' as the case may be, technical and engineering know-how relating to such Technology(ies) etc. consisting of documented technical information on the mode of working and using the same by an industry, as may be necessary to commercialize the said invention(s)/ process(s)/ product(s)/ technology(ies) and associated patents/ designs/ copyrights/ trademarks etc. by 'NRDC' during the currency of this MOA being in force on mutually agreed terms and conditions.
3. 'DIET' shall also keep NRDC informed of any further development, improvement in the said invention(s)/ process(s)/ product(s)/ technology (ies) and shall also assign the same for licensing by NRDC for commercial exploitation.
4. 'DIET', shall on successful demonstration of the technologies and handing over the know-how document to NRDC and/or its licensee(s), sign along with Licensee(s) a certificate of successful demonstration of the technology as per NRDC format and send one copy in original to NRDC.
5. For the processes licensed by NRDC, 'DIET' agrees to provide a demonstration of the invention(s)/ process(s)/ product(s)/ technology(ies) to the NRDC's licensee(s) at 'DIET' on the scale at which the invention/ process/ product/ technology may have been developed by 'DIET', within a period of 30 days of the date of signing of the licence agreement by the licensee with 'NRDC' to familiarize appropriately qualified personnel of the licensee and provide expert assistance to the licensee for implementation of the licensed invention/process/ product/ technology etc.
6. 'NRDC' agrees to give publicity to the availability of the invention(s)/ process(s)/ product(s)/ technology(ies) assigned to it by 'DIET' for commercial exploitation and also agrees to generate necessary market data/profiles, prefeasibility, feasibility and project reports, to promote speedy and effective licensing and commercialization of the invention(s)/ process(s)/ product(s)/ technology(ies). 'NRDC' also agrees to associate the "DIET" during negotiations for deciding the fee to be charged from the prospective licensees and inform the 'DIET' about the negotiations for deciding the fee to be charged from the prospective licensee at the time of transfer of technology.
7. In consideration of the assignment, provision of technical information and documentation and technical services as aforesaid by 'DIET', 'NRDC' agrees to remit to 'DIET' 50% of the entire fees (Lumpsum Premium and Royalty) received by it from the licensees arising from and out of the said commercial exploitation of the invention(s)/ process(s)/ product(s)/ technology(ies) of 'DIET' assigned to 'NRDC'. The royalties payable to 'DIET' shall continue for a fixed period agreed between 'NRDC' and the licensee, and 'NRDC' will apply its well established and time-tested methods of monitoring the extent of exploitation of the said Technology(ies) to ensure full and effective payment of royalties by the licensee concerned.



8. The premia and the royalty agreed upon by 'NRDC' and the licensee and the period of licensing will be finalized jointly by 'NRDC' with 'DIET' and 'DIET' will abide by the same.
9. In view of the cooperation provided for under this MOA, 'NRDC' agrees to advise 'DIET' and facilitate 'DIET' in the filing of patent applications (both in the country and abroad) on invention(s)/ process(s)/ product(s)/ technology(ies)), which 'DIET' assigns or proposes to assign to 'NRDC' for licensing on the understanding that when the said patents are granted, 'DIET' would assign those patents to 'NRDC' for commercial exploitation.
10. All the expenses in obtaining the patent(s)/ design(s)/ copyright(s)/ trademark(s) etc. and maintaining in India on the invention(s)/ process (ies)/ technology (ies) etc. assigned to NRDC shall be borne by 'DIET'.
11. 'NRDC' agrees to take all measures in its control to oppose Indian Patent/ design/trademark application(s) filed by other parties which application(s) may be detrimental to the invention/ process/ product/ technology etc. assigned to 'NRDC' by 'DIET' and 'DIET' agrees to provide 'NRDC' all assistance in this regard. The cost involved shall be borne by DIET.
12. 'NRDC' after due consultation with 'DIET' on case to case basis, hereby agrees, in case of revocation proceedings against a IP assigned to it by 'DIET', to protect the title of the said IP and underlying technology(ies) and in such a case, the expenses will be shared equally between - NRDC' & 'DIET'.
13. In the event of any of the aforesaid IPR(s) assigned to 'NRDC' being infringed and 'NRDC' initiating or instituting any legal proceedings, after due consultation with 'DIET', to prevent such infringement, 'DIET' agrees, if so required by 'NRDC', to render all assistance to 'NRDC'. The expenses in this regard will be shared in ratio of 50:50 between 'NRDC' and 'DIET'. Similarly, the compensation awarded by the court will also be shared in the ratio of 50:50 by 'NRDC' and 'DIET'.
14. In case 'NRDC' does not commercialize the assigned technologies within five years from the date of Assignment with 'DIET', the parties shall meet and decide on the further course of action and if there are no immediate prospects of commercialization, the assigned technologies shall be reassigned to 'DIET' and 'NRDC' shall not use the information relating to such technologies in any manner whatsoever, thereafter.
15. Apart from the above-mentioned services: 'NRDC' will provide the following expert services on a mutually agreed terms and condition on case to case basis:
 - 15.1 IPR Management: 'NRDC' shall provide all the assistance for assessing patentability through Patent search for prior art.
 - 15.2 University IPR Policy: 'NRDC' shall prepare "DIET" IPR and Technology Management Policy on consultancy basis.
 - 15.3 Technology Transfer Cell: 'NRDC' shall mentor and guide "DIET" Technology Transfer & IP Cell Policy on consultancy basis.



- 15.4 IPR awareness / Training programme: Organizing one IPR awareness programme for one day to the faculty and students in the 'DIET'.
- 15.5 Techno-commercial evaluation of Technologies: Evaluation of technologies developed by faculty and students for their commercial potential.
- 15.6 Market Research and Design Package: Creating Market Research (MR) and Basic Engineering Design Package (BEDP) for most prominent technologies developed by 'DIET' to increase the potential of technology transfer.
- 15.7 Linkages with Research funding organizations: 'NRDC' shall assist faculty and students to get appropriate research funding from government departments such as DST, DBT, AICTE, etc. 'NRDC' will assist in drafting proposals and their evaluation before submitting to appropriate funding organization.
- 15.8 Mentoring Services: 'NRDC' shall provide hand holding and mentoring services through its panel of domain experts, and connect to advance laboratory facilities through its vast network of Labs, academic institutions and domain experts.
- 15.9 Facilitating industry visits of students: 'NRDC' will facilitate industry visits/training of 'DIET' final year students in MSMEs/Corporates.
- 15.10 Linking to Start-up India Mission: 'NRDC' will facilitate 'DIET' to establish student and faculty start-up. 'NRDC' shall provide suitable innovative technologies, give certificate for obtaining start up recognition, file patents under SIPP scheme of DIPP and link the students start-ups to appropriate funding agencies.
- 15.11 Incubation services: 'NRDC' shall assist and facilitate DIET in setting up of incubation centre's in their campus. In this endeavor NRDC will guide 'DIET' in preparing the DPR, linking funding agencies and all the required hand-holding / mentoring.
- 15.12 Any other Techno-commercial services: If any other Techno-commercial services required by 'DIET' and they fall within the ambit of 'NRDC' capabilities, 'NRDC' shall provide those services on mutually agreed terms and conditions.
16. If either party fails to fulfill its respective obligations as set out in the previous clauses of this MOA, both parties shall urgently consult one another with a view to correcting the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, the other party may terminate this MOA by giving thirty (30) days advance notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to MOA which have been accrued prior to such termination.
17. Upon such termination as set out in Clause 16:
- (i) The licence(s) granted by 'NRDC' shall continue for the period agreed between 'NRDC' and the licensee(s) concerned. Thereafter such Technologies assigned to 'NRDC' shall be reassigned to 'DIET'. 'NRDC' also agrees not to grant any further licence(s) of the commercialised Technologies to any further party(ies). All amounts accrued for payment to 'DIET' by 'NRDC' on the date of termination shall be paid by NRDC after closing of annual account of 'NRDC'. As for payment accruing thereafter from such commercialised Technologies in respect of which licence(s) have already been granted by 'NRDC' and subsisting on the date of termination of this MOA, 'NRDC' will continue to remit them to 'DIET' as if the MOA is in full force and effect; and
- (ii) The Technology (ies) assigned to 'NRDC' by 'DIET' which have not been commercialised by 'NRDC' shall stand withdrawn and shall be reassigned to 'DIET'. Thereafter



'NRDC' shall not use or cause other parties to use documents of such Technologies in any manner whatsoever.

18. ARBITRATION AND JURISDICTION

- A. (i) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this MOA including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this MOA, such disputes or differences shall be settled under the Rules of Delhi International Arbitration Center, New Delhi by Sole Arbitrator to be appointed out of the panel of arbitrators of Delhi International Arbitration Center (DAC) with the consent of all the parties failing which the aggrieved party shall approach to the court of competent jurisdiction for the appointment of the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 (As amended/modified from time to time) and Rules framed thereunder for the time being in force (the Act) and the reference to arbitration shall be deemed to be submission within the meaning of the Act.
- (ii) If however, any party does not make any claim or demand or raise any dispute or difference against the Other party in terms of this clause within one year from the date on which such claim or demand arises, then it shall be deemed that the party has waived and abandoned such claim or demand or the right to raise such dispute or difference against the other parties..
- (iii) (a) The venue of the Arbitration shall be at Delhi International Arbitration Center at New Delhi.
- (b) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- (c) The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this MOA expires or ceases to exist or is terminated or revoked or declared unlawful.
- B. The High Court of Delhi at New Delhi and Courts subordinate to it shall have exclusive jurisdiction in all matters concerning this MOA, including any matter arising out of the Arbitration Proceedings or any Award made therein.

19. This MOA is valid initially for five years from the date of signing but may be extended for further periods by mutual agreement in writing between the parties.



20. Copyright and Intellectual Property

Means all proprietary inventions, processes, product designs, know-how or any other intellectual property of a Party or any other third party which is associated with such Party in development of any products and any other materials/application in any media and information, whether registered by such Party or not and here after acquired or developed by such Party. It also includes any service mark, commercial name, trademark, or trade name, whether registered by a Party or not or hereafter acquired or developed, that is associated with the each institution.

The present course materials which are either in print, audio/video or electronic form belonging to and/or developed exclusively by the respective parties shall continue to remain the exclusive property of the respective parties

Any Intellectual Property in respect of any training materials which may be developed in future by respective organization for the use of students who are enrolled for these programmes shall be exclusively owned by the respective parties who created / developed it.

Intellectual property in the form of patents, copyrights etc. arising out of project work carried out jointly under these collaborative programmes will be decided in writing in advance before commencement of work.

Overall, both the institutions shall strive to protect the interest of other in the context of IPRs and agrees to do nothing which is void of such laws and regulation of the land wrt to IPRs

21. Use of Name

Either party may use other's name for the purpose of identifying above mentioned programme and shall not use, or be entitled to use, parties' name, trademarks, logos, trade name or any other intellectual property in any other way without the prior written consent or as may be authorized under a separate written consent. Upon termination by efflux of time, or prior determination thereof as provided for herein, of this MOA either party shall immediately stop using name, trademarks, trade name and logos, etc.

22. Termination

This MoA may be terminated by either of the parties by giving one month written notice to the other side sent through RPAD/Speed Post AD. In such an event, both parties shall complete their respective responsibilities outlined under this MOA which were agreed till such date of the notice of termination.

23. Matters not provided in the MOA



If any doubt arises as to the interpretation of the provisions of this MoA or as to matters not provided therein; the parties to this MoA may consult each other for each such instance and resolve those doubts in good faith and spirit. Notwithstanding anything contained herein above and decisions of the Board of Management, Academic Council or any other statutory body of the parties shall prevail over and above the clauses mentioned in the agreement.

24. Force Majeure

- a) The parties to this MoA shall not be liable to each other for failure or delay in the performance of any of their obligations under this MOA for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions; or other similar or different categories beyond the reasonable control of the respective parties to this MoA.
- b) In the event that either party is wholly or in part prevented from or hindered in carrying out or observing any of the terms or conditions of this MOA for any cause set forth herein above, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrances, and the parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

25. Severability

If any provision of this MOA becomes or is declared illegal, invalid, or unenforceable, the provisions will be divisible from this MOA and deemed to be deleted from this MOA. If the deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this MOA to give effect to the original intent of the parties.

26. Confidentiality

It is envisaged that the Parties or any members of their respective Groups or any of their respective Agents may from time to time disclose Confidential Information relating to its current or proposed business to each other. In consideration of such Confidential Information being made available to both parties, the first party and the second party agree that any disclosure or dealings between the Parties will be subject to the terms and conditions of this MOA. Both Parties will treat and keep all Confidential Information confidential and will not, without the Disclosing Party's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement (for the avoidance of doubt, this will also prohibit discussing the same with any Disclosing Party Group employees other than those involved in connection with the Project).



- a) Intellectual Property and Trademarks - Both the parties will continue with their respective trademarks including that of any improvements or work done at its own cost for this MOA.
- b) The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act and such obligations shall survive the termination of this MOA.
- c) Parties may enter into a separate NDA if desired.

27. Headings

The heading used in the MoA is inserted for convenience / reference only and shall not affect the interpenetration of the respective clauses and paragraphs of this MOA.

28. Non-Waiver

The failure or neglect by either of the Parties to enforce any of the terms of this MoA shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

29. Assignment and Transfer

Any and all rights, duties and obligations of the parties under this MoA shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

30. Representations and Warranties

The parties hereby represent and warrant to each other:

- a) That it is duly established and existing under the laws of jurisdiction stated against its name hereinabove and has the power and authority to sign this MoA and implement the Project agreed to herein.
- b) That it has the requisite legal power and authority to enter into this MOA, perform and comply with its duties and obligations hereunder.
- c) That this MOA constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof:
- d) That the execution, delivery and performance of this MOA have been duly authorized by all requisite actions and will not constitute a violation of (i) any statute, judgment order, decree or regulation of any court, Governmental Instrument or arbitral tribunal applicable or relating to itself, its assets or its functions or (ii) any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.



- e) That there are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any Court, Governmental Instrument or arbitral tribunal that restrain it from performing its duties and obligations under this MOA; and that no representation or warranty made herein contains any untrue statement.
- f) Parties shall respect and abide by laws of India in carrying out respective responsibilities/fulfilling obligations under this MOA. Parties shall not commit any act/omission which will be illegal/unlawful/unethical/immoral.

31. No partnership

Nothing in this MoA shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

32. Relationship between parties

It is clearly understood by the parties that this MOA does not create any employer-employee agency relationship between the parties.

33. Address for Communication

Any notice or communication with reference to this MoA, unless otherwise specified herein shall be deemed to be validly sent, if dispatched by registered post acknowledgement due to the other party at the following respective address.

Contacting Person for "DIET":

SriDadi Ratnakar
Chairman,
Dadi Institute of Engineering & Technology(DIET)
National Highway 5, Anakapalle, Visakhapatnam - 531 002, A.P.
Phone:+91 996398 1111, +91 996399 3229
Email: dadiratnakar@diet.edu.in

Contacting Person for NRDC

Dr. H. Purushotham
Chairman and Managing Director
National Research Development Corporation
An Enterprise of Department of Scientific & Industrial Research,
Ministry of Science & Technology, Govt. of India
20-22, Zamroodhpur Community Centre
Kailash Colony Extn.
New Delhi - 110048
Tel: +91-11-29240401-08 Extn. 210,
Direct: +91-11-29241212



Mob. No.91-9599229217
Fax: +91-11-29240409, 29240410
Email: cmdnrdc@nrdc.in

Either party may by a similar written notice to the other party change his / her aforesaid addresses.

34. Indemnity

Either party shall save and indemnify, protect and keep saved and indemnified the other party against all claims, actions, losses, costs, damages, expenses, legal suits and other proceedings resulting from and arising out of actions, inaction or negligence of either party or their employees, agents or for violation of any provision of this MoA or any provision thereof by any party or its employees or for infringement of any patent, trademark copy right of any third party.

35. Announcement

From the date of signature, both the parties can announce the existence of this MOA. Both the parties can submit the MoA for any regulatory or Government related purposes. Parties may announce about the MoA on their websites

36. Entire agreement:

This MoA constitutes the entire Understanding between the Parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MoA.

37. This MOA shall become effective on and from the date it is signed

38. This MOA has been made in two Originals so that each party may have one Original.



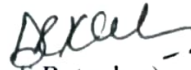
IN WITNESS WHEREOF, both the parties herein set their respective hands and seals on the day, month and year first above written in the presence of following witnesses.

For and on behalf of
**National Research Development
Corporation, New Delhi**



(Dr. H. Purushotham)
Chairman & Managing Director

For and on behalf of
**Dadi Institute of Engineering & Technology
Andhra Pradesh**



(SriDadi Ratnakar)
Chairman

Dr. H. Purushotham
Chairman and Managing Director
National Research Development Corporation
A Enterprise of Department of Science & Technology,
Ministry of Science & Technology, Govt. of India
New Delhi-110002


**CHAIRMAN
DADI INSTITUTE OF
ENGINEERING & TECHNOLOGY
Anakapalle, Visakhapatnam-531 002**

Witnesses:

1. Signature:

Name:

Address:


B. Babu
Visakhapatnam

2. Signature:

Name:

Address:


B. Manjappa
P. B. Manjappa
NRDC - VSKP

Witnesses:

1. Signature:

Name:

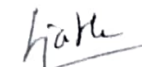
Address:


DR. CH. S. NAGA PRASAD
PRINCIPAL, DIET, AKP.

2. Signature:

Name:

Address:


Dr. K. Sujatha
Professor & PRC Convenor
DIET, AKP