

To,

The Principal

DR. J. J. MAGDUM COLLEGE OF ENGINEERING

Jaysingpur, Maharashtra 416101.

07/03/2024

Subject: Proposal for Renewal of IPCELL Agreement for a tenure starting from 01 NOV 2023 to 01 NOV 2024

Respected Sir,

MYCrave Consultancy & Services, an Intellectual Property Rights Consultancy firm with an address "FF -120, Atmiya Complex, Maneja Crossing, Nr. Makarpura GIDC, Vadodara Gujarat -390013" is pleased to provide this proposal for **DR. J. J. MAGDUM COLLEGE OF ENGINEERING** (hereinafter called **JJMCOE**) situated at Gat No. 314/330, Shirol - Wadi Road, Agar Bhag, Jaysingpur, Maharashtra 416101.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- To promote interaction between JJMCOE and COMPANY in mutual beneficial areas.
- To provide INTELLECTUAL PROPERTY RIGHTS Services along with help in the filed or RESEARCH to the JJMCOE

2. PROPOSED MODES OF COLLABORATION

JJMCOE and COMPANY propose to collaborate through

- By conducting Sessions on Intellectual Property Rights for Faculties and Students.
- Providing Intellectual Property Rights Services to JJMCOE.
- Guidance in the research sector with Novel Ideas.
- Establishment of IPCell.

3. FORMS AND TECHNICAL AREAS OF COLLABORATION

The form of any of the said Program (hereinafter referred to as "IP Program") will include the following:

- a. **SEMINAR SESSION** – Basic awareness session on IPR to educate regarding the types of IPR and its benefit.
 - b. **WORKSHOP SESSION** – Process of self-filing with the knowledge sharing session on how to verify whether the idea is Novel and eligible to be applied for Patent.
 - c. **PATENT FILING** – Prior art verification of the idea, drafting of Patent document and Filing of the same..
 - d. **DESIGN PATENT FILING** – Prior art verification of the design, Document drafting and filing with the registry
 - e. **COPYRIGHT FILING** – Filing and Registration of the artistic work
 - f. **TRADEMARK FILING** – Filing and Registration of name and logos with brand value.
 - g. **PERSONAL COUNSELLING** – Personal guidance to individual students and faculty regarding IPR
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4. ENGAGEMENT

- a) Engagement. JJMCOE hereby engages the COMPANY to provide and perform the services set forth in Exhibit A attached hereto, and the COMPANY hereby accepts the engagement.
- b) Work Orders. If at any time during the term of this MOU, JJMCOE either verbally or through one or more written work orders, delivery tickets, or other instruments, requests the COMPANY to supply or perform services, and COMPANY agrees to perform those services, each such request regardless of form shall be deemed a "Work Order" governed by and subject to the terms and conditions of this MOU. Agreements or stipulations in any Work Order that are contrary to any term of this MOU shall be void, unless COMPANY and JJMCOE have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this MOU.

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- c) Standard of Services. All Services to be provided by COMPANY shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a COMPANY with the background and experience that COMPANY has represented it has. JIMCOE shall provide such access to its information, property and personnel as may be reasonably required in order to permit the COMPANY to perform the Services.
- d) Tools, Instruments and Equipment. COMPANY shall use COMPANY own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

5. CONFIDENTIALITY

- a) During and for a period of one year from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b) In this MOU the term "Confidential Information" shall mean the Work and any and all information relating to JIMCOE's business, including, but not limited to, NDA's, Legal documents, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Institute either directly or indirectly in writing, orally or visually, to COMPANY. Confidential Information does not include information which:
- is in or comes into the public domain without breach of this MOU by the COMPANY,
 - was in the possession of the COMPANY prior to receipt from JIMCOE and was not acquired by the COMPANY from JIMCOE under an obligation of confidentiality or non-use,
 - is acquired by the COMPANY from a third party not under an obligation of confidentiality or non-use to JIMCOE, or

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Makarapura GIDC, Vadodara, Gujarat - 390013

- Is independently developed by the COMPANY without use of any Confidential Information of JJMCOE.
- c) Unless otherwise agreed to in advance and in writing by JJMCOE, COMPANY will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.
- d) COMPANY may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure MOU containing terms and conditions consistent with the terms and conditions of this MOU. COMPANY shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.
- e) Upon the termination or expiration of this MOU for any reason, or upon Institute's earlier request, COMPANY will deliver to Institute all of Institute's property or Confidential Information in tangible form that COMPANY may have in its possession or control. The COMPANY may retain only the abstract version of the Confidential Information for its legal record.

6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other MOUs or collaborations of any kind. However, when entering into a particular IPR agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

7. TERMS AND TERMINATION

- a) Commencement. This MOU shall commence on the Effective Date and shall remain in effect until the completion of the tenure of 1 year or the earlier termination of this MOU as provided in Article 7 (c).
- b) Time Duration. For all the work allotted under this contract, every task will be allotted pre - defined time which will be decided under the consent of both the parties or when the contract is being signed.
- c) Termination. This MOU may be terminated by either Party by giving 30 calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include: (i) any violation of the terms of the below mentioned Articles (ii) the death or physical or mental incapacity of COMPANY or any key person performing the Services on its behalf as a result of which the COMPANY or such key person becomes unable to continue the proper performance of the Services, (iii) an act of gross negligence or wilful misconduct of a Party, and (iv) the insolvency, liquidation or bankruptcy of a Party.
- d) Improper Termination. If JJMCOE improperly terminates the MOU or stops the work, then JJMCOE is obligated to make the payment to the COMPANY up to the next payment term and the entire due amount for the provided services within 3 days from the said event has occurred. It is mandatory to provide a written notice of such termination by giving a 30 days' notice.
- e) Effect of Termination. Upon the effective date of termination of this MOU, all legal obligations, rights and duties arising out of this MOU shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this MOU.

8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

9. ASSIGNMENT

The Services to be performed by COMPANY hereunder are personal in nature, and Institute has engaged COMPANY as a result of COMPANY's expertise relating to such Services. COMPANY, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this MOU or any right, duty or obligation under this MOU without JIMCOE's prior written consent.

10. COSTS OF THE MOU

- a) Consultancy Fee. In consideration of the Services to be rendered hereunder, JIMCOE shall pay COMPANY for the Services provided to JIMCOE (at the rates and payable at the time and pursuant to the procedures set forth in Exhibit A.)
- b) Payment. The COMPANY shall submit to JIMCOE the invoice detailing the Services performed and the amount due. All such invoices shall be due and payable within Three (3) calendar days after receipt thereof by JIMCOE.
- c) Ownership. All the documents shall be the sole and exclusive property of JIMCOE and COMPANY will not have any rights of any kind whatsoever in such Work. COMPANY will not make any use of any of the Work Product in any manner whatsoever without JIMCOE's prior written consent. All Work Product shall be promptly communicated to Institute.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This MOU shall be governed by and construed in accordance with the laws of India, without giving effect to any choice of law or conflict of law provisions.

12. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the MOU 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.

On behalf of
DR. J. J. MAGDUM COLLEGE
OF ENGINEERING



By : *[Signature]*
Name : Dr Shubhangi Patil
Title : Principal

Date :

Witness : Dr D B Desai

on behalf of
MYCRAVE CONSULTANCY
& SERVICES



By : *[Signature]*
Name : Dhruv Brahmhatt
Title : Managing Director

Date :

Witness : Pooja Menon