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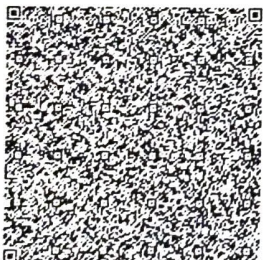
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Stamp Duty Amount(Rs.) : 50
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MEMORANDUM OF AGREEMENT BETWEEN

NATIONAL RESEARCH DEVELOPMENT CORPORATION
20-22, Zamroodpur Community Centre, Kailash Colony Extension,
New Delhi 110048

AND

Tezpur University
Napaam, Sonitpur, Assam-784 028



Biren Das
Registrar
Tezpur University
Tezpur-784028, Assam

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2. The onus of checking the legitimacy is on the users of the certificate.
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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this 02nd day of June, 2018.

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

Tezpur University a Central University located in Tezpur in the North Eastern State of Assam, estavkusged by an Act of Parliament in 1994, having its Registered Office at Napaam, Sonitpur, Assam-784 028 (hereinafter called 'TU' which expression where the context so admits include its successors, permitted assigns and its Constituents) 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 'TU' was established to develop human excellence and inculcate leadership through hard work and creativity and in the process has generated number of invention(s)/ process(es)/ product(s)/ technology(ies)/ copyrights/ trademarks, etc. (hereinafter called 'Technologies') which may be commercially exploited by the industry.

AND WHEREAS 'TU' 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 'TU' agrees to assign to 'NRDC' on a case to case basis technologies relating thereto (where the technologies have already been or shall be directly patented by 'TU'), for the sole and absolute right of licensing and commercial exploitation by 'NRDC'.




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Registrar
Tezpur University
Tezpur-784028, Assam

2. 'TU' also agrees to provide 'NRDC'/Licensee of 'NRDC' as the case may be, technical and engineering know-how relating to such Technology(ies) / Know-how, 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 Technology(ies) / Know-how, etc. and associated patents / designs / copyrights / trademarks, etc. by 'NRDC' during the currency of this MOA being in force.
3. 'TU' agrees to provide a demonstration of the Technology(ies) / Know-how which are licensed by NRDC to the licensee at 'TU' on the scale at which the technology(ies) / Know-how have been developed by 'TU', within a reasonable time preferably within 60 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.
4. 'NRDC' agrees to give publicity to the availability of the Technology(ies) / Know-how assigned to it by 'TU' 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 said Technology(ies) / Know-how, etc. 'NRDC' also agrees to inform the 'TU' about the negotiations for mutually deciding the fee to be charged from the prospective licensee at the time of transfer of Technology(ies) / Know-how.
5. In consideration of the assignment, provision of technical information and documentation and technical services as aforesaid by 'TU', 'NRDC' agrees to remit to '70%' of the entire fees (Lumpsum Premium and Royalties) received by it from the licensees arising from the said commercial exploitation of the Technology(ies) / Know-how, of 'TU' assigned to 'NRDC'. The royalties payable to 'TU' 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) / Know-how to ensure full and effective payment of royalties by the licensee concerned.
6. The premia and the royalty agreed upon by 'NRDC' and the licensee and the period of licensing will be finalized by 'NRDC' in consultation with 'TU'.
7. In view of the cooperation provided for under this MOA, 'NRDC' agrees to advise 'TU' and render all possible assistance to 'TU' in the filing of patent applications (both in the country and abroad) on Technology(ies), which 'TU' assigns or proposes to assign to 'NRDC' for licensing on the understanding that when the said patents are granted, 'TU' would assign those patents to 'NRDC' for commercial exploitation.




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8. All the expenses in obtaining the patent(s)/ design(s)/copyright(s)/trademark(s) etc. in India on the invention(s)/ process(es)/ technology (ies) etc shall be borne by 'TU'. The patent(s)/ design(s)/ copyright(s)/ trademark(s) etc. is/are to be taken in any foreign country, the expenses for filing and maintenance etc. will also be borne by 'TU'.
9. The consultancy services for protection of IP in India and foreign countries will be rendered by NRDC. The Terms of Reference (TOR) including schedule of services & rates for each of these services to be provided will be as per the existing panel of IP service providers of 'NRDC'.
10. 'NRDC', after due consultation with 'TU' on case to case basis, hereby agrees, in case of revocation proceedings against a technical know-how assigned to 'NRDC' by 'TU' to protect the said patent/design/trademark underlying Technology(ies) / Know-how and in such a case, the expenses will be shared in the same ratio as the revenue sharing between NRDC and TU, i.e. 30:70.
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 'TU' and 'TU' agrees to provide 'NRDC' all assistance. But the legal expenses to be incurred in this regard as well as the damages to be received out of it will be shared between NRDC and TU in the same ratio as revenue sharing i.e. 30:70.
12. In case 'NRDC' does not commercialize the assigned technologies within five years from the date of Assignment with 'TU', 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 'TU' and 'NRDC' shall not use the information relating to such technologies in any manner whatsoever, thereafter.
13. 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 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.
14. Upon such termination as set out in Clause 13:
 - (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 'TU'. 'NRDC' also agrees not to grant any further license(s) of the Technology(ies) / Know-how to any further party(ies). All amounts accrued for payment to 'TU' by 'NRDC' on the date of termination shall



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be paid by NRDC after closing of annual account of 'NRDC'. As for payment accruing thereafter from such commercialized Technologies in respect of which license(s) have already been granted by 'NRDC' and subsisting on the date of termination of this MOA, 'NRDC' will continue to remit them to 'TU' as if the MOA is in full force and effect; and

(ii) The Technology(ies) assigned to 'NRDC' by 'TU' which have not been commercialized by 'NRDC' shall stand withdrawn and shall be reassigned to 'TU'. Thereafter 'NRDC' shall not use or cause other parties to use documents of such Technologies in any manner whatsoever.

15. (i) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implementation of any provision of this MOA including the rights and liabilities or any claim or demand of any party against other or in regard to any other matter under this MOA but excluding any matters, decisions or determinations of which is expressly provided for in this MOA, such disputes or differences shall be resolved by mutual consultation and if it fails, the dispute shall be referred to the Bench of Arbitrators. Each party would appoint one Arbitrator and the two Arbitrators would appoint the third Arbitrator as the Presiding Arbitrator. A reference to the Arbitration under this Clause 15 shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 (as amended/modified from time to time) and the rules framed there under for the time being in force.

(ii) If however, 'TU' or 'NRDC' does not make any claim or demand or raise any dispute or difference in terms of sub clause 15. (i) of this Clause 15 within one year from the date on which such demand or claim arises, 'TU' or 'NRDC' shall be deemed to have waived and abandoned such claim or demand or the right to raise such dispute or difference against the other party.

(a) The venue of the Arbitration shall be at Delhi.

(b) The language of arbitration proceeding will be English only.

(c) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

(d) The provisions of this Clause 15 shall not be frustrated, abrogated or become inoperative, notwithstanding this MOA expires or ceases to exist or is terminated or revoked or declared unlawful.

(iii) 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.

16. This MOA is valid for TEN years from the date of signing but may be extended for further periods by mutual agreement between the parties.

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





Biren Das
Registrar
Tezpur University
Tezpur-784028, Assam

IN WITNESS WHEREOF, both the parties herein set their respective hands 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

For and on behalf of
Tezpur University
Assam



(Dr. H Purushotham)
Chairman & Managing Director
डॉ. एच. पुरुषोत्तम, Chairman & Managing Director
अध्यक्ष एवं प्रबंध निदेशक
Chairman and Managing Director
नेशनल रिसर्च डेवेलपमेंट कारपोरेशन
National Research Development Corporation
20-22, जमरूदपुर कम्युनिटी सेंटर
20-22, Zamroodpur Community Centre
कैलाश कॉलोनी एक्सटेंशन, नई दिल्ली-48
Kaish Colony Extension, New Delhi-48



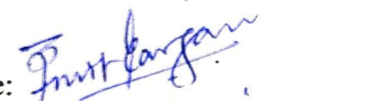
(Biren Das)
Registrar
Biren Das
Registrar
Tezpur University
Tezpur-784028, Assam

Witnesses:

Witnesses:

1. Signature:

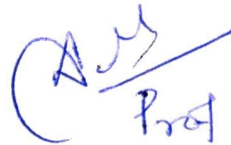
Name:
Address:



Anur Ranjan
Co-ordinating officer
NRDC NE cell &
Engineer- DSD
NRDC

1. Signature:


Name:
Address:



Prof. P. Deb
TUIPR cell

2. Signature:


Name:
Address:



Dr. Brijesh Srivastava
Head, FET
T.U.

2. Signature:

Name:
Address:



Prof. A.K. Mukherjee
Tezpur University