

# MEMORANDUM OF AGREEMENT

BETWEEN



## 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



## ANNAMACHARYA INSTITUTE OF TECHNOLOGY

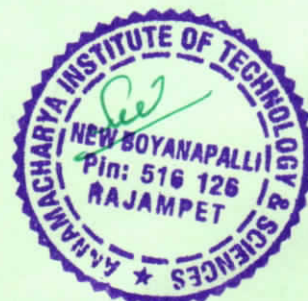
AND SCIENCES

(AUTONOMOUS)

THALLAPAKA PANCHAYAT, NEW BOYANAPALLI, RAJAMPET,

KADAPA DIST, ANDHRA PRADESH-516126.

APRIL, 2019





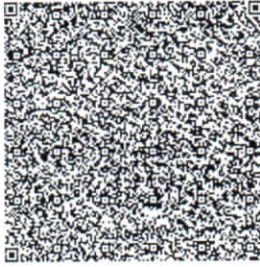
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## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

### e-Stamp

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Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
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First Party : NATIONAL RESEARCH DEVELOPMENT CORPORATION  
Second Party : Not Applicable  
Stamp Duty Paid By : NATIONAL RESEARCH DEVELOPMENT CORPORATION  
Stamp Duty Amount(Rs.) : 50  
(Fifty only)



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### Memorandum of Agreement

Between

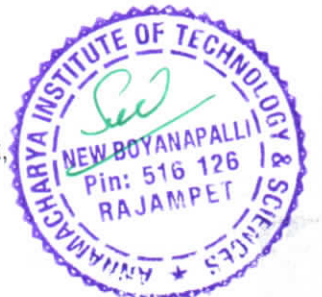
**National Research Development Corporation**

20-22, Zamrudpur Community Centre  
Kailash Colony Extn, New Delhi-110048

And

**Annamacharya Institute of Technology  
And Sciences**

Thallapaka Panchayat, New Boyanapalli, Rajampet,  
Kadapa Dist, Andhra Pradesh-516126.



#### Statutory Alert:

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## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this 27<sup>th</sup> day of April, 2019

### BETWEEN

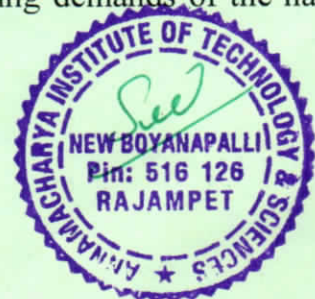
**National Research Development Corporation**, an Enterprise of Department of Scientific & Industrial Research, Ministry of Science & Technology, Govt. of India, dealing within the meaning of and registered under the Companies Act, 1956, having its Registered Office at 'Anusandhan Vikas', 20-22, Zamroodpur 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

**Annamacharya Institute of Technology & Sciences**, Rajampet, an AUTONOMOUS institution and affiliated to Jawaharlal Nehru Technical University, Anantapur under the auspices of Annamacharya Educational Trust and having its office at Thallapaka Panchayat, New Boyanapalli, Rajampet, Kadapa Dist, Andhra Pradesh-516126, (hereinafter called "AITS" 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**, 'AITS' is an autonomous Institute and approved by All India Council for Technical Education, New Delhi and accredited by National Assessment and Accreditation Council (NAAC) of UGC. The institute has Internal Quality Assurance Cell (IQAC) which disburses funds for the students and faculty to complete their projects that they embark upon. The institutions profile is strictly based on concerted strategies and through action plans that suit to the emerging demands of the nation and the student folk.



**AND WHEREAS** 'AITS' 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 'AITS' agrees to assign its technologies/Know-hows(s) to 'NRDC' free from encumbrances and developed by "AITS" for sole and absolute right of licensing and commercial exploitation by 'NRDC'.
2. 'AITS' 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 technology(ies) and associated patents/ designs/ copyrights/ trademarks etc. by 'NRDC' during the currency of this MOA in force.
3. 'AITS' agrees to provide a demonstration of the technologies which are licensed by NRDC to the NRDC's licensee(s) at 'AITS' on the scale at which the technologies have been developed by 'AITS', within a period of 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) assigned to it by 'AITS' 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 technology(ies). 'NRDC' also agrees to associate the "AITS" during negotiations for deciding the fee to be charged from the prospective licensees at the time of transfer of technology.
5. In consideration of the assignment, provision of technical information and documentation and technical services as aforesaid by 'AITS', 'NRDC' agrees to remit to 'AITS' 50% of the entire fees (Lumpsum Premium and Royalty) received by it from the licensees arising from and out of the said



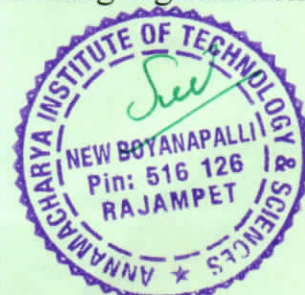
commercial exploitation of the technology(ies). The royalties payable to 'AITS' shall continue for a fixed period agreed between 'NRDC' and the licensee, and 'NRDC' will apply its well established and time tested methods of monitoring the extent of exploitation of the said Technology(ies) to ensure full and effective payment of royalties by the licensee concerned.

6. The premia and the royalty agreed upon by 'NRDC' and the licensee and the period of licensing will be finalised jointly by 'NRDC' in consultation with 'AITS'.
7. In view of the cooperation provided for under this MOA, 'NRDC' agrees to advise 'AITS' and render all possible assistance to 'AITS' in the filing of patent applications (both in India and abroad) on technology(ies)), which 'AITS' assigns or proposes to assign to 'NRDC' for licensing on the understanding that when the said patents are granted, 'AITS' would assign those patents to 'NRDC' for commercial exploitation. All the expenses in obtaining the patent(s)/ design(s)/ copyright(s)/ trademark(s) etc. and maintaining in India on the invention(s)/ process(es)/ technology (ies) etc assigned to NRDC shall be borne by 'AITS'.
8. In consideration of the covenants contained in the MoA, the 'AITS' hereby agrees to keep indemnified the NRDC and its successors, executors, administrators, licensee(s) and legal representatives at all the times against all possible claims or demands, damages or any action or proceedings commenced by the AITS or any person or persons through AITS or against the AITS or the NRDC before court, Tribunal or fora. All costs / legal expenses that may arise from such proceeding shall be borne by the AITS.
9. 'NRDC' after due consultation with AITS on case to case basis, hereby agrees, in case of revocation proceedings against a patent assigned to it by AITS to protect technologies and in such a case, expenses will be shared in the same ratio of the revenue sharing i.e 50:50 between the "NRDC" and AITS.
10. '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 'AITS' and 'AITS' agrees to provide 'NRDC' all assistance in this regard. The cost involved shall be borne by 'AITS'.
11. 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 'AITS', to prevent such infringement, 'AITS' 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 'AITS'. Similarly, the compensation awarded by the court will also be shared in the ratio of 50:50 by 'NRDC' and 'AITS'.

12. In case 'NRDC' does not commercialize the assigned technologies within five years from the date of Assignment with 'AITS', 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 'AITS' and 'NRDC' shall not use the information relating to such technologies in any manner whatsoever, thereafter.
13. AITS shall pay to NRDC as per the mutually agreed charges/ fees to NRDC for all of the consulting services required by AITS on case to case basis.
14. 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 :
  - 14.1 IPR Management: 'NRDC' shall provide all the assistance for assessing patentability through Patent search for prior art.
  - 14.2 University IPR Policy: 'NRDC' shall prepare "AITS" IPR and Technology Management Policy on consultancy basis.
  - 14.3 Technology Transfer Cell: 'NRDC' shall mentor and guide "AITS" Technology Transfer & IP Cell Policy on consultancy basis.
  - 14.4 IPR awareness / Training programme: Organising one IPR awareness programme for one day to the faculty and students in the 'AITS'.
  - 14.5 Techno-commercial evaluation of Technologies: Evaluation of technologies developed by faculty and students for their commercial potential.
  - 14.6 Market Research and Design Package : Creating Market Research (MR) and Basic Engineering Design Package (BEDP) for most prominent technologies developed by 'AITS' to increase the potential of technology transfer.
  - 14.7 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.

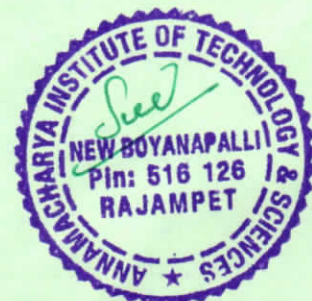


- 14.8 Mentoring Services: 'NRDC' shall provide hand holding and mentoring services through its panel of domain experts, and connect to advance laboratory facilities through its vast network of Labs, academic institutions and domain experts.
- 14.9 Facilitating industry visits of students: 'NRDC' will facilitate industry visits/training of 'AITS' final year students in MSMEs/Corporates.
- 14.10 Linking to Start-up India Mission : 'NRDC' will facilitate 'AITS' 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.
- 14.11 Incubation services : 'NRDC' shall assist and facilitate AITS in setting up of incubation centres in their campus. In this endeavour NRDC will guide 'AITS' in preparing the DPR, linking funding agencies and all the required hand-holding / mentoring.
- 14.12 Any other Techno-commercial services: If any other Techno-commercial services required by 'AITS' and they fall within the ambit of 'NRDC' capabilities, 'NRDC' shall provide those services on mutually agreed terms and conditions.

## 15. 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 commence 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 with reference to IPRs

#### **16. Use of Name**

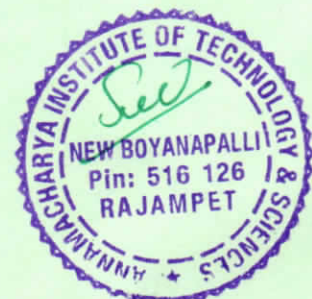
Either party may use other's name for the purpose of identifying above mentioned programme and shall not use, or be entitled to use, parties' name, trademarks, logos, trade name or any other intellectual property in any other way without the prior written consent or as may be authorized under a separate 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.

#### **17. 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.

#### **18. 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 MoA.





## 19. Force Majeure

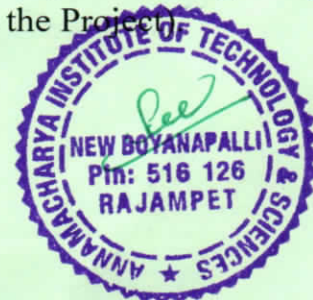
- a) The parties to this MoA shall not be liable to each other for failure or delay in the performance of any of their obligations under this MOA for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, 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.

## 20. 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 MoA, the parties will negotiate in good faith to amend the provisions of this MoA to give effect to the original intent of the parties.

## 21. 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 MoA (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.

## 22. 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.

## 23. 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.

## 24. 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.

## 25. 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:



## 26. Address for Communication

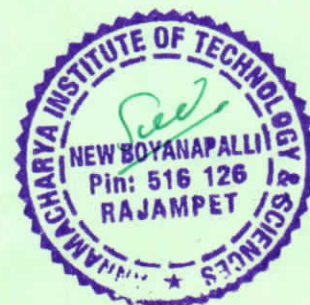
Any notice or communication with reference to this MoA, unless otherwise specified herein shall be deemed to be validly sent, if dispatched by registered post acknowledgement due to the other party at the following respective address.

### Contacting Person for "AITS":

Dr. SMV Narayana  
Principal, Annamacharya Institute of Technology & Sciences,  
Thallapaka Panchayat, New Boyanapalli, Rajampet,  
Kadapa Dist, Andhra Pradesh-516126  
Tel: 96666 75279(M), (08565) 251861 (O)  
Email: [narayanasama@yahoo.com](mailto:narayanasama@yahoo.com)

### 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](mailto:cmdnrdc@nrdc.in)



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

28. 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.

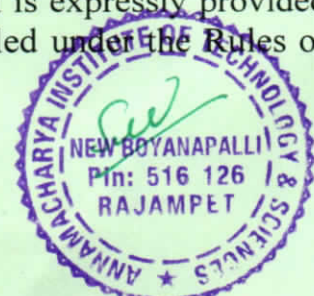
29. Upon such termination as set out in Clause 28:

- (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 'AITS'. 'NRDC' also agrees not to grant any further licence(s) of the commercialised Technologies to any further party(ies). All aMOAnts accrued for payment to 'AITS' 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 'AITS' as if the MOA is in full force and effect; and
- (ii) The Technology(ies) assigned to 'NRDC' by 'AITS' which have not been commercialised by 'NRDC' shall stand withdrawn and shall be reassigned to 'AITS'. Thereafter 'NRDC' shall not use or cause other parties to use documents of such Technologies in any manner whatsoever.

30. If any dispute or difference arising out of this MoA shall be settled amicably through conciliation and the settlements so rendered between the parties in pursuance's thereof shall be final and binding on the parties.

### 31. Arbitration and Jurisdiction

- (A) (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 settled under the Rules of Delhi



International Arbitration Center, New Delhi by Sole Arbitrator to be appointed out of the panel of Delhi International Arbitration centre (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 the Rules framed there under 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 in terms of sub clause within one year from the date on which such demand or claim arises, then it shall be deemed to the parties have waived and abandoned such claim or demand or the right to raise such dispute or difference against the other party.

(iii) (a) The venue of the Arbitration shall be 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.

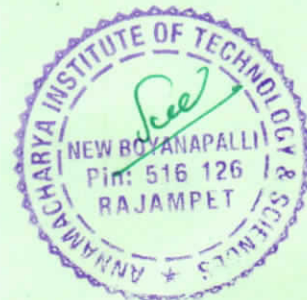
(B) The High Court of Delhi at New Delhi and courts subordinate to it shall have exclusive jurisdiction in all matters concerning this MoA, including any matter arising out of the Arbitration proceeding or any Award made therein.

32. All works under this MoA shall be continued by AITS and /or NRDC during the arbitration proceedings and their recourse to arbitration shall not bar to continue for the obligations of the other parties.

33. This MoA is valid for five (05) years from the date of signing but may be extended for further periods by mutual MoA between the parties.

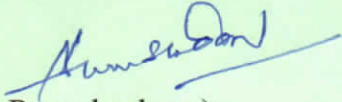
34. This MoA shall become effective on and from the date it is signed.

35. This MoA has been made in two originals so that each party may have one original.



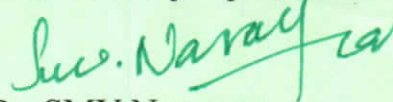
IN WITNESS WHEREOF, both the parties herein set their respective hands and seals on the day, month and year first above written in the presence of following witnesses.

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



(Dr. H Purushotham)  
Chairman & Managing Director

For and on behalf of  
Annamacharya Institute of Technology &  
Sciences, Rajampet, AP



Dr. SMV Narayana  
Principal


**ANNAMACHARYA INSTITUTE OF  
TECHNOLOGY & SCIENCES  
NEW BOYANAPALLI-516 126  
RAJAMPET, Kadapa Dist. A.P**

Witnesses:

1. Signature:

Name:

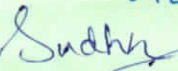
Address:

  
R. Kesava  
NRDC - IPFC & TISC  
Vizag

2. Signature:

Name:

Address:


  
S. Sri Sudha  
NRDC - IPFC & TISC

Witnesses:

1. Signature:

Name:


Address:

  
R. Kotamreddy  
Vizag

2. Signature:

Name:

Address:

  
P. Bhavya  
Vizag