

RENEWAL OF MEMORANDUM OF UNDERSTANDING

BETWEEN

PADMBHOOSHAN VASANTRAODADA PATIL INSTITUTE OF TECHNOLOGY

AND

MYCRAVE CONSULTANCY & SERVICES

This Memorandum of Understanding (MOU) made and entered into on this 29th day of October 2018 which is being renewed from 01 OCT 2023 between **PADMBHOOSHAN VASANTRAODADA PATIL INSTITUTE OF TECHNOLOGY** (hereinafter called PVPIT) situated at **SANGLI - TASGAON RD, BUDHGAON, MAHARASHTRA 416304** and **MYCRAVE CONSULTANCY & SERVICES** (hereinafter called "COMPANY" which expression shall include its successors and permitted assignees) with its registered office at **FF -120, Atmiya Complex, Maneja Crossing, Nr. Makarpura GIDC, Vadodara Gujarat -390013**.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

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

2. PROPOSED MODES OF COLLABORATION

PVPIT and COMPANY propose to collaborate through

- a. By conducting Sessions on Intellectual Property Rights for Faculties and Students.
- b. Providing Intellectual Property Rights Services to PVPIT.
- c. Guidance in the research sector with Novel Ideas.
- d. 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.



- B. PERSONAL COUNSELLING - Personal guidance to individual students and faculty regarding IPR

4. ENGAGEMENT

- a) Engagement. PVPIT 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, PVPIT through one or more written work orders, delivery tickets, or through an email 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 PVPIT have expressly agreed in writing that such agreement or stipulation shall supersede the terms of this MOU.
- 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. PVPIT shall provide such access to its information, Intellectual property or ideas and IP Cell 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 years** 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 PVPIT'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,



Dr. Subhakar

- was in the possession of the COMPANY prior to receipt from PVPIT and was not acquired by the COMPANY from PVPIT 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 PVPIT, or
 - Is independently developed by the COMPANY without use of any Confidential Information of PVPIT and records are provided as evidence to the institute by the COMPANY to claim the same if it not bound under any confidential agreement with the third party.
- c) Unless otherwise agreed to in advance and in writing by PVPIT, 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 Intellectual property asset 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 12 months 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.

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 PVPIT's prior written consent.

10. COSTS OF THE MOU

- a) **Consultancy Fee.** In consideration of the Services to be rendered hereunder, PVPIT shall pay COMPANY for the Services provided to PVPIT (at the rates and payable at the time and pursuant to the procedures set forth in Annexure A.) In case of any additional service apart from the package provided, PVPIT is required to provide payment for the service which has been obtained and no additional payment needs to be provided as per the basic professional fees structure.
***For Example:** In the case of Patent services if only Prior Art verification is performed and the result obtained is negative for the filing in such scenario the payment for prior art only has to be provided, the patent Filing charges wont imply.*
- b) **Payment.** The COMPANY shall submit to PVPIT the invoice detailing . All such invoices shall be due and payable within 2 weeks after receipt thereof by PVPIT.
- c) **Ownership.** All the documents shall be the sole and exclusive property of PVPIT 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 PVPIT'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.

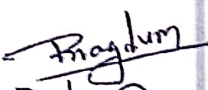
On behalf of

PADMBHOOSHAN
VASANTRAODADA PATIL
INSTITUTE OF TECHNOLOGY

By : 

Name : Dr. B. S Patil

Title : Principal

Date : 

Witness : Pushpadant Magdum

On behalf of

MYCRAVE CONSULTANCY &
SERVICES

By : 

Name : Mr. Dhruv Brahmbhatt

Title : Managing Director

Date : 

Witness : Pooja Menon



Annexure A:

To that Agreement dated **01st OCT 2023** between **MYCRAVE CONSULTANCY & SERVICES**, and **PADMBHOOSHAN VASANTRAODADA PATIL INSTITUTE OF TECHNOLOGY**

Package Type	Type – 1
Utility Patent Filings	2 (previous)
Design Patent Filings	12 + 2 (Previous)
Professional Fees	Inclusive
Seminar Sessions	3
Workshop Sessions	1
Personal Counselling	Inclusive
TA	Inclusive
Accommodation Facility	Required
Copyright Filing	14(Previous)
Trademark Filing	0
Additional Services	IP WatchDog
Document Drafting Services	Inclusive
Number of Visits	2
Number of Days per Visit	1
Government Fees	Additional
Term of the Package	12 months
Total Value of package	99,000/- (INR)
Signing Amount	30% of the package
40 % Amount	At the end of 5 months
Remaining 30 %	At the end of Eleventh month

Note:

2 Design Patents were pending from previous year which has been carry forwarded to this year.
14 Copyrights were pending from previous year which has been carry forwarded to this year
2 Utility Patent is also transferred from the last year's package

TERMS & CONDITIONS:

The payment condition are as follows:

- The Government Fees for the Filing needs to be provided in the form of Demand Draft addressed to "THE CONTROLLER or THE REGISTRAR "respectively depending upon the type of service.
- In the case of online filing, **CLASS - 3 DIGITAL SIGNATURE** of any authority is required from the institute.
- This proposal needs to be completed within the tenure of 1 YEAR and the Fees suggested are for Direct Patent Filing without suggesting modification. In case modification is required in the ideas to make it patentable additional fees will imply.
- In case of patent filing the professional fees of complete filing has been considered, in case is provisional filing is required an **additional Fees of 3450/-** will imply in each case.
- The Professional Fees for FER is included in the above package but in case of any hearing or/and Opposition additional Fees will imply.
- In case any add-on service is required, the basic fees of MYCrave will imply for the individual Service.
- Our Firm is equipped with eligible resource personals almost in every field except biotechnology. So we can support you in filing patents in varied fields except biotechnology.


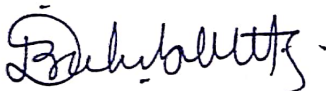
BENEFITS OF THESE FACILITIES:

- Door to Door Service for all your requirements.
- The institute will be helped to establish its own IP CELL to promote patent, copyright & Trademark filing for its personal benefits. All the documentation regarding the same will be drafted on behalf of the institute.
- Students will be taught the method of self filing in the field of Patent, Trademark & Copyright.
- All your tasks will be taken with at most priority. ("A team of MYCrave will be solely working for your Institute")
- For any work regarding your INSTITUTE, any of its working employees or students can approach or consult us regarding the ongoing projects and the guidance will be provided under the benefit of the Institution.
- All the members attending the seminar will be registered as our permanent member.
- The members will be provided with a free consultancy and guidance during their research to pursue their projects in the direction of patent or copyright.

BANK DETAILS:

All the cheques or amount transfer will be made in the name of **MYCrave Consultancy & Services** in case of professional fees and the Bank Details are provided as below:
Bank Account Details are as follows :

Name of Bank	IDBI BANK LTD
Account name	MYCRAVE CONSULTANCY AND SERVICES
Branch	MANJALPUR, VADODARA
Account no	0289102000032522
IFSC Code	IBKL0000289
Account Type	CURRENT

Signed for and on behalf of
[MYCrave Consultancy & Services]

Signed for and on behalf of
[Padmbhooshan Vasantraodada Patil
Institute of Technology]


Principal

Padmbhooshan Vasantraodada Patil
Institute of Technology
BUDHGAON - 416 304