

A Memorandum of Agreement was made between National Research Development Corporation (NRDC), Ministry of Science & Technology, Govt. of India, New Delhi, and Jaypee Institute of Information Technology (JIIT), Noida on 6th June 2016 at a conference room in JIIT.

The agreement was jointly signed by *Dr. H. Purushottam, Chairman & Managing Director of NRDC*, and *Prof. S. C. Saxena, the Vice-Chancellor of JIIT*



MEMORANDUM OF AGREEMENT

BETWEEN



National Research Development Corporation,
New Delhi

AND



Jaypee Institute of Information
Technology
Noida



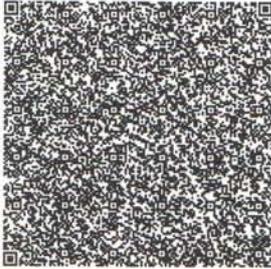
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Government of National Capital Territory of Delhi

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MEMORANDUM OF AGREEMENT

BETWEEN

National Research Development Corporation,
'Anusandhan Vikas', 20-22, Zamroodpur Community Centre,
Kailash Colony Extension, New Delhi – 110 048

AND

VICE CHANCELLOR

Jaypee Institute of Information Technology
Deemed University, U/S 3 of the UGC Act
A-10, Sector 62, NOIDA – 201 307 (U.P.) 10, Sector - 62, Noida (U.P.)



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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this 6th day of June, 2016 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

Jaypee Institute of Information Technology having its Office at A-10, Sector 62, NOIDA-201307, Uttar Pradesh, a deemed to be University under Section 3 of the UGC Act 1956 (hereinafter called '**JiIT**' which expression shall where the context so admits, 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 and institutions. Since its inception, 'NRDC' has already transferred to industry and successfully commercialised a large number of technologies both at home and abroad.

WHEREAS 'JiIT' was established in the year 2001, ever since its inception the university has been running academic programme in various disciplines and doing pioneering work for the advancement of R&D and as result of research work carried out at the 'JiIT', a number of technologies/know how process(es)/ product(s)/ technology(ies)/ copyrights/ trademarks, etc. (hereinafter called 'Technologies') which may be commercially exploited by the industry.



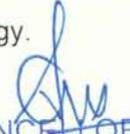
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Jaypee Institute of Information Technology
Deemed University, U/S 3 of the UGC Act
A - 10, Sector - 62, Noida (U.P.)

WHEREAS 'JIIT' and 'NRDC' recognise the respective strengths of the two organisations 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 promises and mutual covenants hereinafter contained, the parties hereto agree as follow:

1. Subject to the conditions hereinafter contained 'JIIT' agrees to assign to 'NRDC' on a case to case basis technologies relating thereto (where the technologies have already been or shall be patented), for the sole and absolute right of licensing and commercial exploitation by 'NRDC'.
2. 'JIIT' 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 commercialise the said Technology(ies) etc. and associated patents/ designs/ copyrights/ trademarks etc. by 'NRDC' during the currency of this MOA being in force.
3. 'JIIT' agrees to provide a demonstration of the Technologies which are licensed by NRDC to the licensee at 'JIIT' on the scale at which the technologies have been developed by 'JIIT', within a reasonable time preferably within 60 days of the date of signing of the licence agreement by the licensee with 'NRDC' to familiarise 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 Technologies assigned to it by 'JIIT' for commercial exploitation and also agrees to generate necessary market data/profiles, prefeasibility, feasibility and project reports, to promote speedy and effective licensing and commercialisation of the said Technology(ies), etc. 'NRDC' also agrees to inform the 'JIIT' about the negotiations for deciding the fee to be charged from the prospective licensee at the time of transfer of technology.




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5. In consideration of the assignment, provision of technical information and documentation and technical services as aforesaid by 'JIIT', 'NRDC' agrees to remit to 'JIIT' 70% of the entire fees (Lumpsum Premium and Royalty) received by it from the licensees arising from the said commercial exploitation of the Technology(ies), of 'JIIT' assigned to 'NRDC'. The royalties payable to 'JIIT' 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 by 'NRDC' in consultation with 'JIIT' and JIIT will abide the same.
7. In view of the cooperation provided for under this MOA, 'NRDC' agrees to advise 'JIIT' and render all possible assistance to 'JIIT' in the filing of patent applications (both in the country and abroad) on Technology(ies), which 'JIIT' assigns or proposes to assign to 'NRDC' for licensing on the understanding that when the said patents are granted, 'JIIT' would assign those patents to 'NRDC' for commercial exploitation.
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 assigned to 'NRDC' shall be borne by 'NRDC', subject to availability of grants given to 'NRDC' by Government for this activity.
9. However, if 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 be shared between 'JIIT' and 'NRDC' in the ratio of 50:50, subject to availability of grants given to NRDC by Government for this activity. The countries in which the product(s) or the process(es) is/are to be patented will be decided through mutual discussions between 'NRDC' and 'JIIT'. All incomes accruing from licensing to industry of such patent(s)/design(s)/copy-right(s)/trademark(s), etc., shall be shared between 'NRDC' and 'JIIT' in the ratio of 50:50.



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10. 'NRDC', after due consultation with 'JIIT' on case to case basis, hereby agrees, in case of revocation proceedings against a patent assigned to it by 'JIIT' to protect the said patent/design/trademark and underlying Technology(ies) and in such a case, the expenses will be shared equally between the 'NRDC' and 'JIIT'.
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 'JIIT' and 'JIIT' agrees to provide 'NRDC' all assistance in this regard, the expenses will be shared equally between the 'NRDC' and 'JIIT'.
12. In case 'NRDC' does not commercialise the assigned technologies within five years from the date of Assignment with 'JIIT', the parties shall meet and decide on the further course of action, if there are no immediate prospects of commercialization.
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 'JIIT'. '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 'JIIT' 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 'JIIT' as if the MOA is in full force and effect; and



A handwritten signature in blue ink, likely belonging to the Vice Chancellor.

VICE CHANCELLOR

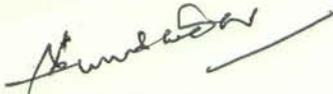
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- (ii) The Technology(ies) assigned to 'NRDC' by 'JIIT' which have not been commercialised by 'NRDC' shall stand withdrawn and shall be reassigned to 'JIIT'. Thereafter 'NRDC' shall not use or cause other parties to use documents of such Technologies 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 time to time) and the rules framed there under for the time being in force.
- (ii) If however, 'JIIT' 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, 'JIIT' 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) 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 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.
16. This MOA is valid for five 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.



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



(Dr. H. Purushotham)
Chairman & Managing Director

For and on behalf of
Jaypee Institute of Information
Technology, NOIDA

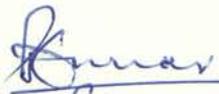


(Dr. S.C. Saxena)
Vice Chancellor

VICE CHANCELLOR

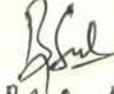
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A - 10, Sector - 62, Noida (U.P.)

Witnesses:

1. Signature: 
Name: Dr. Padam Kumar
Address: Prof. & Dean (R.D.)

2. Signature: 
Name: Raju Bangal
Address: Registrar

Witnesses:

1. Signature: 
Name: B. K. Lahu
Address: NRDC, Noida

2. Signature:
Name:
Address: