

MEMORANDUM OF UNDERSTANDING

FOR SERVICES IN INTELLECTUAL PROPERTY, ENTREPRENEURSHIP & INNOVATION BETWEEN IPQUAD PARTNERS AND KANPUR INSTITUTE OF TECHNOLOGY

This Memorandum of Understanding (MoU) is made on Monday, 21st February 2022 between

IPQuad Partners having its' office at D-1B, 561, Sangam Vihar, New Delhi, India (hereinafter referred to as '**IPQuad**' which expression shall include their branches, and associations, etc.)

AND

Kanpur Institute of Technology having its' campus at Chakeri Ward, Rooma, Uttar Pradesh, India (hereinafter referred to as '**KIT**' which expression shall include their branches, group of institutions, administrator, heir, associations, etc.)

1. BACKGROUND

1.1 IPQuad is Indian Intellectual Property research and analytical service firm that assists entrepreneurs, researchers, and innovators to secure their innovations and maximize their benefits. IPQuad is managed by expert IP professionals with a cumulative experience of 40+ yrs. that ensure excellent performance and complete confidentiality.

1.2 KIT has been founded by ITES (Indus Technical Education Society) in 2004. The institution was established to provide engineering & management education.

1.3 KIT is partnering with IPQuad for the support it provides to academic institutions with tailor-made entrepreneurship, innovation & IP solutions that are provided under rigorous quality measures and security measures.

1.4 IPQuad is looking to support **KIT** for assistance in streamlining IP initiatives, encouraging entrepreneurship, and development of an innovation ecosystem. The following primary objectives will be performed as part of the agreement:

1.4.1 IPQuad will act as '**Intellectual Partners**' to the university for all service activities

1.4.2 Facilitation of an efficient IP-cycle that handholds the inventor from ideation stage to grant stage involved in IP Filing

- 1.4.3 Encouragement of creativity, entrepreneurship, and research
- 1.4.4 End-to-end support in IP management
- 1.4.5 Case-to-case support for IP Filing (As mentioned in Annexure A: Filing Fees)
- 1.4.6 Organization of Institute Lecture Series monthly for students & start-up enthusiasts
- 1.4.7 Conduction of Faculty Development Programs for a deeper insight into Intellectual Property
- 1.4.8 Consultations with industry & research experts for entrepreneurs, researchers & other established individuals from the entrepreneurial ecosystem
- 1.4.9 Recommending amendments to the IP Policy
- 1.4.10 Recommending innovation workshops and other activities that will assist in sensitizing & strengthening **KIT** on entrepreneurship and intellectual property
- 1.4.11 Support in organization of training programs, seminars, conferences, and workshops

2. **TERM OF AGREEMENT**

The period of validity for this Memorandum of Understanding will be 3 years from the date of signing the MoU and will be renewed consequently on mutual consent of both the parties

3. **RESPONSIBILITIES**

The two parties to the MoU, with the intention of both being legally bound, accept the following terms and conditions:

3.1 **RESPONSIBILITIES OF IPQUAD**

- 3.1.1 To act as a resource body to assist and handle the complete innovation and research activities of the **KIT**
- 3.1.2 Offer complete support and guidance in the field of Intellectual Property & Entrepreneurship, on a paid and complimentary basis, as the case may be
- 3.1.3 To recommend initiatives to sensitize and strengthen the innovation culture in **KIT**

3.1.4 To look after all IP activities (Patent, Trademark, Copyrights, Design) of **KIT**

3.1.5 To select and invite speakers for conducting the seminars and delivering lectures to the attendees

3.1.6 To act as a resource body for rendering research & intellectual property training programs, conducting seminars and workshops in the field of entrepreneurship, innovation, research & intellectual property

3.2 RESPONSIBILITIES OF KIT

3.2.1 To provide infrastructure for establishing an IP Cell powered by IPQuad and administrative support in case required for IP related activities

3.2.2 To provide digital infrastructure for conduction of sessions, lectures, conferences, seminars, etc.

3.2.3 To encourage the faculty members and students to associate with sensitization programs on IP

3.2.4 To encourage start-up enthusiasts for a free consulting-cum-mentoring session

3.2.5 All other support and assistance that would be required in seamlessly carrying on all the activities

4. PAYMENT MODEL

4.1 Invoices will also be raised on the basis of case-to-case support required according to the type of project

4.2 All Invoice will be generated as per mutually agreed price as mentioned in Annexure A: Filing Fees

4.3 IPQuad may put the services of IP Filing on hold when the government fees for the IP registration is not paid for by **KIT**

4.4 It is to be noted that the fees mentioned in the annexure are exclusive of GST Tax charges and the same will be applied over the fee amounts mentioned in Annexure A

4.5 It is to be noted that on the need of an in-person visit from IPQuad, food, travel & accommodation expenses are to borne by **KIT**

4.6 For patent application, **KIT** will be transferring **Rs 5000/- per case in advance and rest of the Rs 17,500 per case will be transferred after the publication.**



5. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the training material and the method of training is complete property of IPQuad.

6. NON-DISCLOSURE

IPQuad understands that the information shared by the inventors and entrepreneurs is considered proprietary and confidential and agrees to never disclose the information received prior to the protection of intellectual assets.

7. FORCE MAJEURE

In the event of non-fulfillment of the terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither **KIT** nor **IPQuad** shall be held responsible for any loss or consequential loss.

8. LIABILITIES

8.1 **KIT** will not be liable for:

8.1.1 Any payments of claims by employees or associates of **IPQuad**

8.1.2 Discharging any financial commitments made by **IPQuad** outside the scope of this MoU and without consulting **KIT**

8.1.3 Any suit on account of demands and other laws by **IPQuad** which have no nexus with the object of the MoU being entered into

8.2 **IPQuad** will not be liable for:

8.2.1 Any payments of claims by employees or associates of **KIT**

8.2.2 Discharging any financial commitments made by **KIT** outside the scope of this MoU and without consulting **KIT**

8.2.3 Any suit on account of demands and other laws by **KIT** which have no nexus with the object of the MoU being entered into

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9. BREACH

Both parties to the MoU will have the right to terminate the MoU, in case the terms and conditions of the MoU are violated by either party, by giving written notice of 2 months to the violating party.

10. AMENDMENTS

The obligations of **KIT** and **IPQuad** have been outlined in this MoU. However, during the operation of the MoU, circumstances may arise which call for alteration or modifications of this MoU. These modifications/alterations will be mutually discussed and agreed upon in writing.

11. DISPUTE RESOLUTION

Any dispute arising concerning any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the MoU.

For KIT



21/2/22
Director
Prof. (Dr.) Brajesh Varshney
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Kanpur-208001
Director, KIT

For IPQuad



Jaspreet Singh

Founder & CEO

ANNEXURE A: FILING FEES (CASE-TO-CASE IP FILING SUPPORT)

A. PATENT APPLICATION FILING (NON-PROVISIONAL)

| Steps of Patent Filing Procedure | Govt. Fees Individual | | Professional Fees | Total Amount |
|---|-----------------------|----|-------------------|--------------------------------|
| Pre-Filing Documentation (preparation stage) | | | | |
| a. Prior Art Search Conduction | - NA | | 2,593 | 2,593 |
| b. Drafting & Filing of Patent | | | | |
| - Inventor Review | | | | |
| - Verification of Inventor Details | | | | |
| - Claim Drafting | 1,600 | | 11,000 | 12,600 |
| - Complete Application Drafting | | | | |
| - Preparing Illustrations | | | | |
| - Filing of Patent Application | | | | |
| Standard IP Filing Procedure (Post-filing documentation) | | | | |
| c. Post-Filing Documentation | | | | |
| - Proof of Rights (Form 1) | NA | NA | NA | Borne by inventors & applicant |
| d. Early Publication Request (Optional) | 2,500 | | 2,000 | 4,500 |
| e. Filing Request of Examination | 4,000 | | 3,500 | 7,500 |

| Grant Awarding | | | |
|--|----|--------|--------|
| f. Responses through Messages | NA | 12,000 | 12,000 |
| g. Hearing, if necessary | NA | 18,000 | 18,000 |
| h. Awarding of Certificate (Hard Copy) | NA | 1,000 | 1,000 |

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B. TRADEMARK APPLICATIONS

| Steps of Trademark Application Filing | Govt. Fees Organization (ORG) | Govt. Fees Individual (IND) | Professional Fees | Total Amount (ORG) | Total Amount (IND) |
|---------------------------------------|-------------------------------|-----------------------------|-------------------|--------------------|--------------------|
| a. Prior Art Search Conduction | NA | NA | 3,500 | 3,500 | 3,500 |
| b. Trademark Filing | 9,000 | 4,500 | 5,000 | 14,000 | 9,500 |
| c. Hearing | | | 14,000 | 14,000 | 14,000 |
| d. Awarding of Certificate | | | 1,000 | 1,000 | 1,000 |

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C. COPYRIGHT REGISTRATIONS

| Steps of Copyright Filing Procedure | Govt. Fees Individual (IND) | Professional Fees | Total Amount (IND) |
|--------------------------------------|-----------------------------|-------------------|--------------------|
| a. Copyright Filing (Literary Works) | 500 | 6,000 | 6,500 |

| | | | |
|-----------------------------------|------|--------|--------|
| b. Copyright Filing (Audio Files) | 2000 | 6,000 | 8,000 |
| c. Copyright Filing (Video) | 5000 | 10,000 | 15,000 |
| d. Hearing | | 14,000 | 14,000 |
| d. Awarding of Certificate | - | 1,000 | 1,000 |

D. DESIGN REGISTRATIONS

| Steps of Design Filing Procedure | Govt. Fees Organization (ORG) | Govt. Fees Individual (IND) | Professional Fees | Total Amount (ORG) | Total Amount (IND) |
|----------------------------------|-------------------------------|-----------------------------|-------------------|--------------------|--------------------|
| a. Design Registration | 4,000 | 1,000 | 8,000 | 12,000 | 9,000 |
| b. Electronic Responses | - | - | 4,000 | 4,000 | 4,000 |
| c. Hearing | - | - | 12,000 | 12,000 | 12,000 |
| d. Awarding of Certificate | - | - | 1,000 | 1,000 | 1,000 |

Note:

1. The above prices mentioned are exclusive of G.S.T. (18%) and will be applicable over the costs mentioned.

2. For Patent Application filing, on exceeding the limit of allowed claims and pages, the extra fees charged will be as follows:

Extra Claims: 2,000/- per claim (1,600/- Govt.; 400/- Professional)

Extra Pages: 1,000/- per page (800/- Govt.; 200/- Professional)

3'. The timeframe for submission of an individual project assigned:

| S. No. | Services | Timeframe (Max. Working Days) |
|--------|-------------------------------------|-------------------------------|
| 1 | Patentability Search | 4 Days |
| 2 | Provisional Drafting | 7 Days |
| 3 | Complete Drafting after Provisional | 15 Days |
| 4 | Filing & Govt. Filing Procedures | 2 Days |
| 5 | Invalidation/Validity Search | 7 Days |

5. Abbreviations Used

IP – Intellectual Property;

Govt.- Government;

Yrs.- Years;

Prof. – Professional;

Ind. – Individual;

Org - Organization

G.S.T. – Government Service Tax;

PCT – Patent Cooperation Treaty

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-End of Document

