



MEMORANDUM OF UNDERSTANDING

महाराष्ट्र MAHARASHTRA

BETWEEN 2022

12AA-298755

Matoshri Ashatai Kunawar Arts, Commerce and Science Women's College Hinganghat

AND

Intellectual Coolie, Nagpur

08 FEB 2023

PREAMBLE:

Whereas, Matoshri Ashatai Kunawar Arts, Commerce and Science Women's College Hinganghat and its various sciences departments is charged with the responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research consultancy.

WHEREAS, Intellectual Coolie, Nagpur is engaged in Patents, Designs, Copyrights, Trademarks and Geographical Indications. The Firm brings highest level of professional service to clients along with the traditions of the profession, integrity and sound ethical practices. The Firm has also ventured into legal services of Licensing, Technology Transfer and Litigation,

WHEREAS, both College and Intellectual Coolie now,

- Recognizing the importance of Intellectual Property Rights
- Conducting workshops on Intellectual Property Rights
- Providing Intellectual Property Right related services

INTEND to form an IPR cell with special emphasis on guiding the students and faculty of College in Intellectual Property Rights.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both Matoshri Ashatai Kunawar Arts, Commerce and Science Women's College Hinganghat and Intellectual Coolie hereby

Further, Intellectual Coolie may request College to provide support in connecting with research scholars of the various other Science and Engineering Colleges or startups.

f) **Intellectual Coolie may showcase its business activities at the seminar/workshop/conference, etc. at the College**

g) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

a) The collaborative programme between College and Intellectual Coolie shall be coordinated by a coordination committee appointed by Directors of both the Institutes.

b) Financial arrangements for each specific collaboration will be decided on a case- to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-IV: EFFECTIVE DATE AND DURATION OF MOU

a) This MOU shall be effective from the date of its approval by competent authorities at both ends.

b) The duration of the MOU shall be for a period of **5 years** from the effective date.

c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.

d) Any clause or article of the MOU may be modified or amended by mutual agreement of Intellectual Coolie and College.

ARTICLE-V: CONFIDENTIALITY

During the tenure of the MOU both College and Intellectual Coolie will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both College and Intellectual Coolie shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both College and Intellectual Coolie shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any

other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VI: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-VII: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Nagpur.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Nagpur and Language of arbitration shall be English.

Signature: 

Founder,

Megha Agrawal,

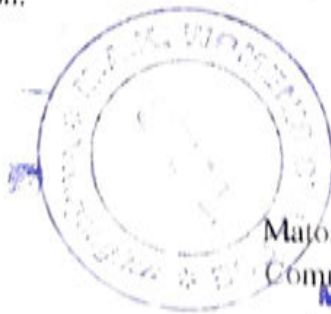
Intellectual Co-ordinator

Witness

1) Dr. Sapana Dandekar (Vice-Principal)

2) Mr. Abhay Dandekar (Faculty Member)

Date:



Signature: 

Principal,

Matoshri Ashatai Kunawar Arts,
Commerce & Science Women's
College, Hinganghat
Hinganghat Dist. Wardha