

3.5.1 Institution has a policy on IPR and consultancy including revenue sharing between the Institution and the individual, besides training cum capacity building programme for teachers, students and staff for undertaking consultancy.

Any Other Related Document

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MEMORANDUM OF UNDERSTANDING (MoU)

Between

YENEPOYA (DEEMED TO BE UNIVERSITY), MANGALORE

LIFEINTELECT CONSULTANCY PVT. LTD., BANGALORE

This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish the cooperation between Yenepoya (Deemed to be University) (hereinafter referred to as

Dr. Gangadhara Somayaji K.S The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details of this certificate and as available on the website renders it invalid.

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In case of any discrepancy please inform the Competent Authority.

University Road, Deralakatte Mangalore 575 018, Karnataka. Yenepoya or University) located at Mangalore, Karnataka, India and Lifeintelect Consultancy Pvt. Ltd., (hereinafter referred to as Lifeintelect or consultant) located at Bangalore, India.

Brief Description about the Organizations

Brief Description about Yenepoya (Deemed to be University)

Yenepoya (Deemed to be University), is a co-educational autonomous university set up under the section - 3 of the UGC Act 1956 represented by its Vice Chancellor having their Registered office at Deralakatte, Mangalore 575018, Karnataka, India hereinafter referred to as "Yenepoya or University", which expression shall, (unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors and permitted assigns) as party of the FIRST PARTY.

Brief description of Lifeintelect Consultancy Pvt. Ltd.,

Lifeintelect Consultancy Pvt. Ltd is a Bangalore based technology and intellectual property consulting firm. They provide services maximizing the synergy among Technology, Law and Business which gives them the advantage to add value to every customer they work with. By systematically analysing problems and providing solutions they enable generation of valuable intellectual property, be it an invention, a design, an idea or business processes. Hereinafter referred to as "Lifeintelect or consultants", which term shall mean and include its agents, assignees and legal representatives" as party of the SECOND PARTY.

PURPOSE

The purpose of this MoU is to enable cooperation between Lifeintelect and Yenepoya. WHEREAS, Yenepoya desires to retain the services of Lifeintelect for providing Intellectual Property Rights (IP) consulting services to Yenepoya and its associates, scientists, researchers, staff members, students and incubatees.

WHEREAS, both the parties desire to enter into this MoU to set forth the terms and conditions of the relationship between Lifeintelect and Yenepoya.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained hereby acknowledged, the parties agree as follows: herein, and other good and valuable consideration, the receipt and sufficiency of which is

MoU Yenepoya (Deemed to be University and kifeintelect Consultancy PVL \$td.

Registrar Yenepoya (Deemed to be University) University Road, Deralakatte

Yonopoya (Coomed to be University) University Read, Casalakatte Manualista 575,018

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1. Definitions

- 1.1 'Party' or 'Parties' shall mean Lifeintelect or Yenepoya or both based on the context.
- 1.2 'Confidential Information' shall mean any information, including and not limited to presentations, documents, programs, patents, designs, methods, processes, complications, customer information, invention disclosures, models, plans, worksheets, communications and so on which is disclosed by the University or its clients or employees, orally or in writing or which comes to the knowledge of the Consultant while providing services to the University or its clients or its employees.

Exclusion:

Confidential information shall not include:

- i) The information which is in the public domain or comes into the public domain otherwise than by disclosure or default by the Consultant; or
- ii) The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
- iii) The information, which was already known to the Consultant and has been received from a source other than the University.
- 1.3 'Intellectual Property' shall mean any inventions, discoveries, works of authorship, varieties, improvements, information, materials and so on capable of being protected or in the process of being protected or protected as patents, trademarks, copyrights, trade secrets and other types of intellectual property.
- 1.4 "Patent Service(s)" shall mean patent searching, drafting, mapping, analysis and other related services.
- 1.5 "Consulting services" shall mean client relation, marketing, technical writing, editing, project management, marketing and other services.

2. Consultancy

- 2.1 Lifeintelect hereby agrees to provide IP Service(s) to YENEPOYA for a consideration specified in Schedule A of this MoU.
- 2.2 The Consultant shall perform all activities assigned to the Consultant by the University in the manner specified by the University within the timelines specified by the University.

3. Consideration

3.1 Yenepoya shall pay Lifeintelect the services fee as specified in Schedule A or as mutually agreed by the Parties.

4. Term and Termination

4.1 The term of this MoU shall be Five (5) years from the Effective Date unless extended in writing by both the University and Consultant or earlier terminated pursuant to the terms and conditions see forth in this MoU.

Dr. Gangadhara Somavaji K.S. Ifeintelect Consultancy Pvt. Ltd.

Registrar

Yenepoya (Deemed to be University) University Road, Deralakatte Mangalore 575 018, Karnataka,

Registrar Yenopoya (Econod to be University) University Read, Veralakattu

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- 4.2 Either party may terminate this MoU without cause upon ninety (90) days written notice. Upon such termination, the University shall be released from any and all further obligations under this MoU, except that the University shall be obligated to pay Consultant the consideration owed to Consultant on the termination date. On such termination, the Consultant shall complete all pending projects assigned by the University before the date of termination.
- 4.3 Consultant's obligations under Non-competition, Intellectual Property and Confidentiality clauses shall continue pursuant to the termination of this MoU.

5. Services and Best Efforts

- 5.1 Lifeintelect agrees to devote its best efforts, energies and skill for providing Patent Service(s) to the University.
- 5.2 Lifeintelect agrees that it shall not take personal advantage of any business opportunities from the University's employees/clients, which arise during the term of this MoU and which may benefit the University. All material facts regarding such opportunities must be promptly reported to the University for consideration by the University.

6. Non-competition and Confidentiality

- 6.1 Lifeintelect acknowledges that Consultant will have access to Confidential Information of the University and its employees/clients.
- 6.2 Lifeintelect agrees not to use or disclose any confidential information during the Term of this MoU or thereafter other than in connection with performing Consultant's duties or activities for the University in accordance with this MoU.
- 6.3 Lifeintelect agrees that the restrictions set forth in this paragraph are reasonable and necessary to protect the goodwill of the University. If any of the covenants set forth herein are deemed to be invalid or unenforceable based upon the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by the law.
- 6.4 Lifeintelect and / or its affiliates and / or its associates shall hold all the Confidential Information and / or portion thereof in strict confidences, as a trustee thereof, without disclosing the same to any unauthorized persons or entity or third party(ies), whatsoever and howsoever, save and except as provided under this MoU.

7. Post Termination Obligations

7.1 All records, files, lists, including computer generated lists, drawings, documents, equipment and similar items, which Consultant receives from the University shall remain the University's sole and exclusive property.

7.2 Upon termination of this MoU, Consultant shall promptly return to the University all property of the University in their possession.

Molf Yenepoya (Deemed to be University) and Lifeintelect Consultancy Pvt. Ltd.

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Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

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8. Arbitration

- 8.1 Both parties will use their best efforts to settle all matters of dispute amicably. All disputes and differences of any kind which cannot be solved amicably by the parties, shall be referred to arbitration. The arbitration proceedings are carried out in accordance to laws encompassed under the Arbitration and Conciliation Act 1996.
- 8.2 Lifeintelect acknowledges and agrees that any of the laws and rules laid down by Yenepoya, State Government, Central Government, UGC and appropriate regulatory authorities will be strictly adhered to and its change that may occur time to time in future are followed.
- 8.3 The terms of this MoU shall be interpreted as per the laws of India and this MoU shall be subject to the jurisdiction of the courts at Mangalore or Bangalore only.

9. Governing Law and Jurisdiction

This MoU shall be governed by, construed and enforced in accordance with the laws in force in India.

10. Jurisdiction

The jurisdiction for any disputes arising under this MoU shall be the courts of Mangalore or Bangalore.

11. Notices

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand or registered post to the applicable party at the addresses mentioned at the beginning of this MoU. Addresses may be changed by notice in writing signed by the addressee.

12. Amendment

No amendment or modification of this MoU shall be valid or effective, unless in writing and signed by the parties to this MoU.

13. Entire Agreement

The strategy

This MoU embodies the entire agreements of the parties hereto with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written, between Consultant and the University. Neither party shall be bound by any term or condition other than as is expressly set forth herein.

Dr. Gangadhara Somayaji K S

Yenepoya (Deemed to be University)
University Road, Deralakatte
MoU Yenepoya (Deemed to be University) and Lifeintelect Consultancy Pvt. Ltd.

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SPECIAL PROVISIONS

- 1. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreement (MoA).
- 2. Each party will take approval from the other party in writing to use the latter's name and logo for the activities hereunder on a case-by- case basis.
- 3. Both parties here shall do their utmost to ensure the smooth and efficient execution of this MoU.
- 4. The two parties will consult with each other for any subsequent associated MoU informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated MoU informally.

This MoU is prepared in two identical copies. Each party holds one original copy duly signed by the Director of Lifeintelect Consultancy Pvt. Ltd., and the Registrar of Yenepoya (Deemed to be University).

Signed for and on behalf of:

Lifeintelect Consultancy Pvt. Ltd.,

Dr. Lipika Sahoo

RGB-208, Purva Riviera,

Whitefield Main Road,

Marathahalli, Bengaluru.

Karnataka 560037

MARATHAHALLI

Lifeintelect Consultancy Pvt. Ltd.

22/07/2019

Yenepoya (Deemed to be University)

Dr. K.S. Gangadhara Somayaji

Registrar

Witness

Yenepoya (Deemed to be University)

Deralakatte, Mangalore

Karnataka 575018

Yanapaya (Sawaad oo bo University) University Road, Derolokatte Mangalore 575 018

MANOT K.

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Yenepoya (Deemed to be University)

BANGALORE 56 0037 Mangalore 575 018, Karnataka.

University Road, Deralakatte Incubation Manager Mangalore 575 018, Karnataka. Yenepoya (Deemed to be University)

MoU Yenepoya (Deemed to be University) and Lifeintelect Consultancy Pvt. Ltd.

Schedule A

Lifeintelect Consultancy Private Limited has agreed to provide the following services to Yenepoya (Deemed to be University), the charges for which may be revised during the duration of this MoU upon mutual written agreement between both the parties.

The following is a broad list of services to be offered by Lifeintelect,

- Patentability Search
- Patent Application
- Responding to Patent examination report and hearing
- Patent & Non-patent Prior art search (ANDA)
- State-of-the-art, Prior art search and report
- Infringement and invalidity search and report
- Freedom to Operate
- Trademark Registration
- Design Registration
- Legal Services

The schedule of charges for the above services is as enclosed.

ATTESTED

Dr. Gangadhara Somayaji K S Registrar

Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

Registrar 7.
Yanapaya (Resmed to be University)
University field. Derefekatte
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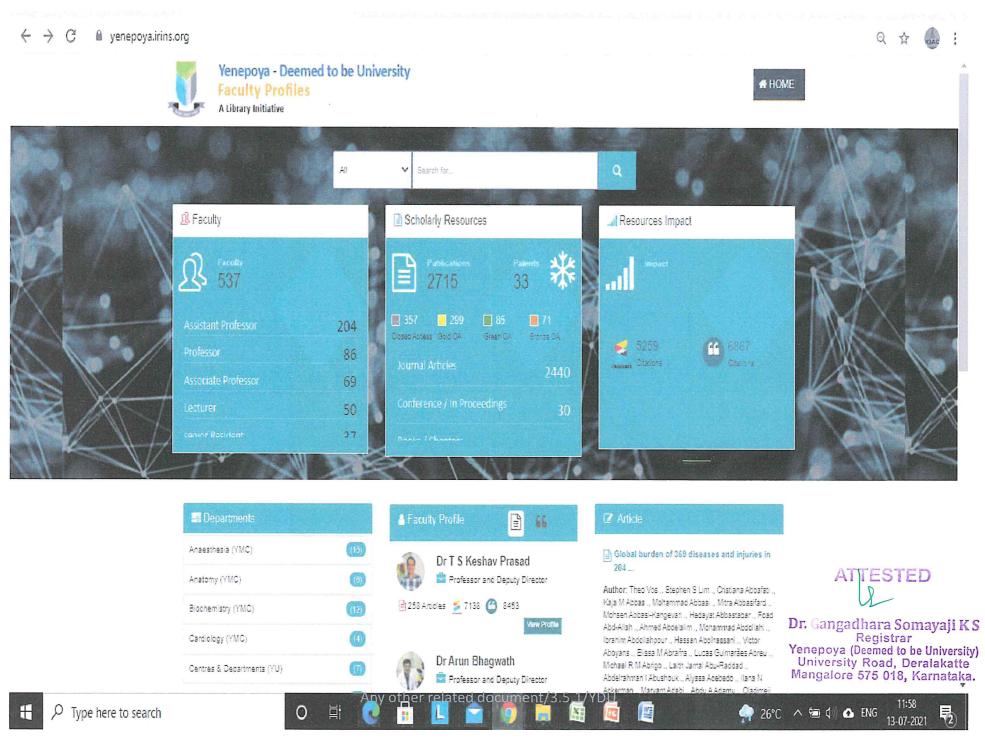
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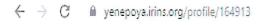
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Screenshots of IRINS Website For faculty Research Expertise



Dr. Gangadhara Somayaji KS
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.













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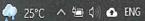
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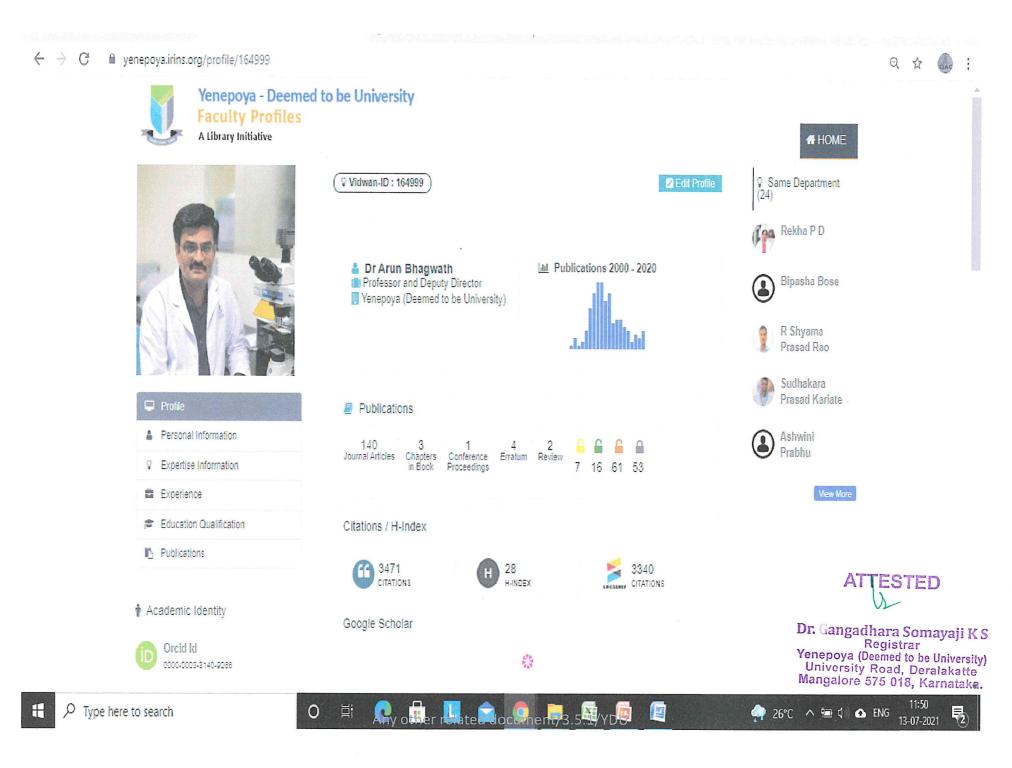


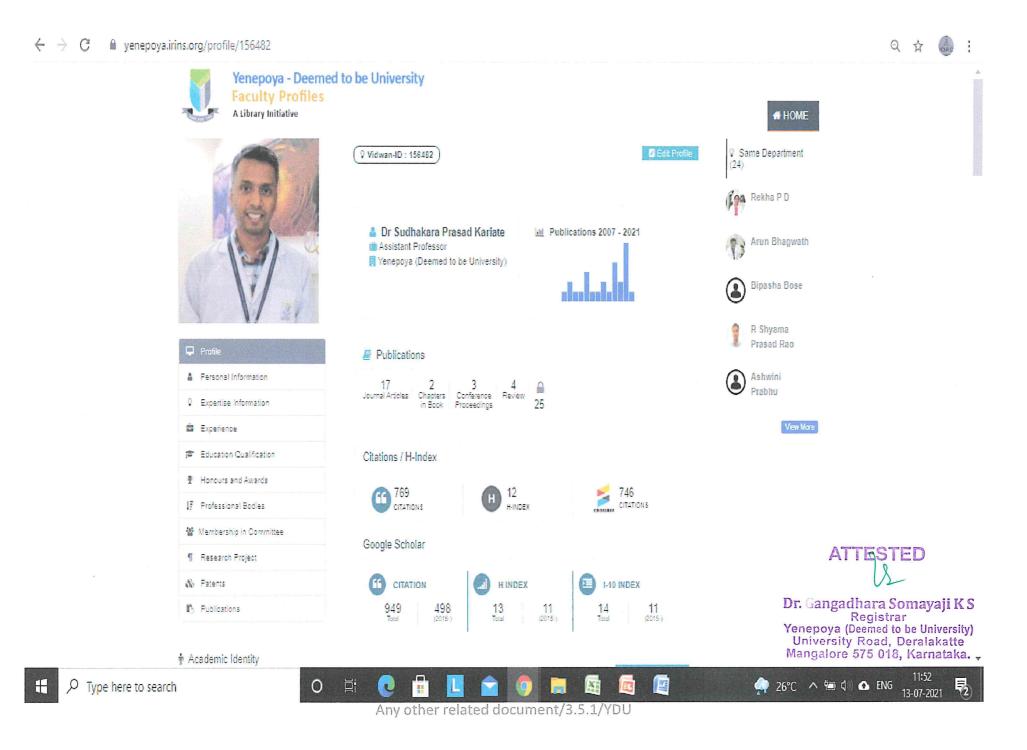


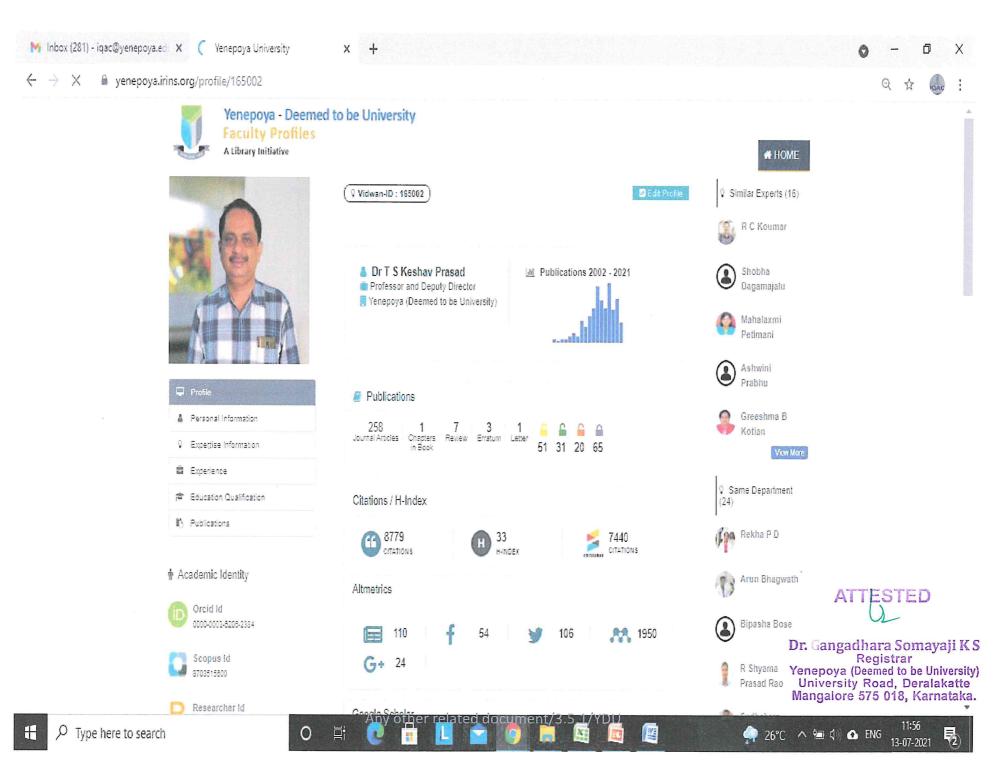












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