



महाराष्ट्र MAHARASHTRA

2024

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अ.क्र. २२२२  
कि. सं. (अक्षरी)  
दिनांक : २५/०२/२४  
मु. वि. :- हि. ल. चौधरी, वरुड  
प. क्र. ३/८२ व ९/८३ को. को

*Rushikesh G. Lavhale*

*R. Lavhale*



### MEMORANDUM OF UNDERSTANDING

This Agreement is executed at Amravati on

**BETWEEN**

**Party number 1**

**Rushikesh G. Lavhale, Registered Patent Agent (IN/PA 4889)**

(Herein after called and referred to as party number 1 for the sake of brevity and convenience, which expression unless context to contrary which shall mean and includes their representatives, administrators, agents and assignees.)

**AND**

**Party number 2**

Sant Gadge baba Amravati university, Tapovan campus Amravati- 444602. Hereinafter referred to as university (which expression shall deem to include the said institution, its successor's, administrators and assignees) (herein after called and referred to as party number 2 for the sake of brevity and convenience)

(Herein after referred to singularly as the "Party" and jointly as the "Parties".)

Whereas party number 1 is an intellectual property firm providing consultancy to various organizations and individuals relating to protection of their intellectual property rights and Party number 2 is engaged in teaching/ research/ development and extensions related works

AND

Whereas party number 1 desires to provide consultancy to party number 2 in relation to protection of various research works carried out by its students and faculties by the way of patenting.

Now therefore in consideration of promises and mutual covenants hereinafter content, the parties here to agree as follows

**1. Process of patenting inventions of party number 2:**

For the purpose of filing of patent application standard procedure which will be followed by party number 1 is as under:

**1.1 Prior art search:**

Before starting the process of drafting of patent application we have to conduct prior art search of the invention for assessment patentability of the invention which takes 10 working days. In this search party number 1 will use free to use search engines and if any similar art is observed it will be forwarded to party number 2 and inventor has to assess whether he wishes to proceed for drafting of patent application.

**1.2 Patent application Drafting:**

After completion of search, party number 1 will start the process of drafting of patent application. For this purpose, party number 1 needs information in a standard format which will be provided to inventors. In this part party number 1 will draft the patent application according to the standard legal format and forward it to party number 2 for approval. This process takes 10 working days. Once invention is approved by party number 2 or after making relevant modifications suggested, party number 1 will file of patent application in the name of party number 2 at Indian patent office. This ordinarily takes 3 working days in case of online filing of patent application.

**1.3 Publication of patent application:**

After filing of patent application at Indian patent office it is published in patent journal after 18 months of filing. If party number 2 wish to publish application early party number 1 will be file request to early publication (Optional) after filing of which application gets published in patent journal ordinarily within 3 months of filing application.

**1.4 Examination of patent application:**

After publication of patent application party number 1 have to file request to examination at patent office after which patent application is examined at patent office and party number 1 receive first examination report from patent office reply to which is to be filed within 1 year of receipt of the report.

**1.5 Grant of patent:**

Once examiner is satisfied on our reply patent is granted.

**1.6 Patent application filing and Consultancy fee:**

For the purpose of filing of patent application along with providing consultancy for patenting party number 2 shall pay party number 1

Prior art search fee: 3,000/-INR

Government patent office fee: as per actual fee to be paid to government.

## 2. **Protection of Confidential Information**

- 2.1 Each party shall keep Confidential Information disclosed to it by the other Party confidential and shall:
- 2.1.1 Not copy or cause copies to be made of such information other than in connection with the purpose;
  - 2.1.2 Not disclose such information to any of its personnel except for the Officer/s duly authorized to receive such information for the purpose;
  - 2.1.3 Ensure that any of its personnel to whom such information is disclosed are aware of the provisions of this Agreement;
  - 2.1.4 Not disclose such information to any person who is not a party to this Agreement (a "Third Party");
  - 2.1.5 Not use or allow the use of such information other than in connection with the purpose;
  - 2.1.6 Comply with any reasonable request of the disclosing Party to return or dispose of such information and any copies thereof in its possession, custody or control within a reasonable time of such request.
  - 2.1.7 Not use, provide furnish or disclose the information or any part of the information in any suit, legal or quasi legal proceeding between the parties.
- 2.2 If either Party becomes aware of any breach of this Agreement it shall immediately inform the other Party of such breach and the Parties shall in the first instance, jointly seek to remedy such breach. However, in absence of the parties failing to remedy such breach within a period of 90 days from becoming aware of the breach of this Agreement, this Agreement shall stand automatically terminated upon expiry of such period of 90 days and appropriate legal course of action shall be initiated against the party committing such breach.
- 2.3 Either party may disclose Confidential Information when and to the extent:
- 2.3.1 the receiving Party already has unrestricted possession of such information (and can provide written proof of such prior unrestricted possession upon request of the disclosing Party);
  - 2.3.2 the disclosing Party gives prior written consent to its disclosure; or
  - 2.3.3 required to do so by law or any regulatory or government body; provided always that the disclosing Party shall use reasonable endeavors to minimize any disclosure and shall not make any disclosure of Confidential Information pursuant to Clauses 3.3.2 and 3.3.4 without prior notification to and consultation with the disclosing party.

## 3. **Liability**

Not with standing any other provision of this Agreement, in case of a default or a breach, the defaulting Party shall be liable, whether in contract, tort (including but not limited to negligence), breach of statutory duty or otherwise, for any consequential, indirect or exemplary damages.

## 4. **Commitments**

Nothing in this Agreement shall be construed as constituting a teaming agreement, partnership, joint venture, or agency agreement. Further, nothing in this Agreement shall give either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.

5. **Amendment**

No amendment or addition to this Agreement shall be effective unless it is made in writing and signed by the duly authorized representatives of both Parties and the same shall be in form of a Supplemental Agreement.

6. **Dispute Resolution**

Any dispute or difference as to the construction of this Agreement or under, pursuant to or arising out of this Agreement or the performance hereof shall be referred to and finally determined by arbitration in Amravati India, in accordance with the laws prevailing in India.

7. **Applicable Law**

This Agreement shall be governed by and construed in accordance with Indian Law. IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first before written.

For and on behalf :	For and on behalf of Sant Gadge baba Amravati University
Signature: <u>R. G. Lohar</u>	Signature: <u>[Signature]</u>
Name: <u>Rushikesh Lavhale</u>	Name: <u>Dr. Avinash Asnare</u>
Title: <u>Patent Agent</u>	Title: <u>Registrar</u>
Date: <u>12-05-2015</u>	Date: _____

Rushikesh G. Lavhale  
Patent Agent (IN/PA-4889)

Registrar  
Sant Gadge Baba Amravati University

8. **Termination of Agreement clause**

Witness no. 1: [Signature]

Witness no. 2: