



MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRAL UNIVERSITY OF PUNJAB

AND

INNOVATION-TECHNOLOGY TRANSFER OFFICE (i-TTO)



This MEMORANDUM OF UNDERSTANDING (MoU) is entered into on this 2nd day of June, 2021 (Effective Date)

BETWEEN

The Central University of Punjab being represented by Registrar having its office at Bathinda, Punjab in India, herein after referred to as the FIRST PARTY.

AND

Innovation-Technology Transfer Office, Foundation for Innovation and Technology Transfer, being represented by Managing Director, i-TTO, having its office at Delhi, herein after referred to as the SECOND PARTY

WHEREAS The Central University of Punjab, Bathinda hereinafter referred to as "CUPB" has been established through the Central Universities Act 2009 approved by the Parliament of India. This fast growing Central University is set to emerge as a premier educational institution with the state of the art infrastructure to provide quality education and research.

WHEREAS i-TTO is a regional technology transfer office set up at Foundation for Innovation and Technology Transfer with support from National BioPharma Mission, BIRAC to assist the academic institutions with IP management, technology transfer and development.

WHEREAS, both the parties have come to an understanding to promote cooperation between the two organizations to engage i-TTO to assist CUPB with IP management, transfer of technologies developed by its faculty and students and business facilitation.

1st Sign
2/6/2021
Ref: CUPB/DR/21/1393

Page
2/6/2021
Ref: iTTO/AU/CUP/ALL/18



THEREFORE, IT HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS

- 1.1 Revenue means any payment received from licensee lumpsum, royalty or milestones or combination of any
- 1.2 Project cost is the total cost/budget of the project (sourced by i-TTO) awarded to CUPB

2. MUTUAL COVENANTS

- 2.1 Both parties agree to the scope of work as follows and as per the approved proposal attached hereto as Appendix 1.
- 2.2 CUPB agrees to pay i-TTO as per the payment structure provided at Appendix II.
- 2.3 CUPB acknowledges that neither i-TTO or FITT nor BIRAC takes any ownership in any of the IP generated by CUPB.

3. RESPONSIBILITY OF CUPB

- 3.1 For all the formalities and documentation work the signatory authority will be the Registrar, CUPB
- 3.2 CUPB shall treat each service document provided by i-TTO as confidential and shall return the executed copies at the earliest.
- 3.3 CUPB shall liaise with i-TTO team for timely approvals and smooth functioning.
- 3.4 To designate atleast a point of contact for the purpose of liaising with i-TTO.

Signature
2/6/2021

Prof.
2/6/2021



- 3.5 Additional services if requested will be considered however, the scope of the Agreement will need to be redefined.
- 3.6 All payment to be done within 60 days upon raising of invoice as per Appendix II.
- 3.7 To provide complete information about the technologies to i-TTO.
- 3.8 CUPB shall be responsible for getting all necessary documents executed as per Appendix II.
- 3.9 CUPB shall be responsible for the travelling and legal expenses on actuals, however, approval for such expenses shall be taken prior hand.
- 3.10 All the agreements related to technology transfer and collaboration shall be signed by CUPB, i-TTO shall not be signing any documents on behalf of CUPB, unless authorised to.
- 3.11 All the proceeds from technology transfer and business facilitation shall be received by CUPB.
- 3.12 CUPB shall be responsible for the payments due to i-TTO for the work done by i-TTO as per Appendix II.
- 3.13 CUPB agrees not to engage with competitors of i-TTO for similar activities or share any of the information or documents shared by i-TTO for a period of 3 years.

4. RESPONSIBILITIES OF i-TTO

- 4.1 i-TTO shall work as an interface between CUPB and various stakeholders.
- 4.2 i-TTO will respond all the queries raised by CUPB and various stakeholders.
- 4.3 i-TTO will be responsible for the services as agreed.
- 4.4 i-TTO shall keep all information shared by CUPB confidential.
- 4.5 In all communications with different stakeholders, i-TTO shall keep CUPB or designated contact in loop
- 4.6 The scope of the project is as defined above, any change in the scope will be mutually decided and will be separately billed.

14/6/2021
2/6/2021

P Singh
21/6/2021



- 4.7 i-TTO shall be responsible for filing of IPs to the respective offices within 60 days of submission of required documents and complete information by CUPB.
5. Both the Parties shall be responsible to provide each other with complete, accurate, timely and relevant information and to carry out any other obligations which may arise for the due implementation of this MoU. In addition, both the Parties shall keep each other informed of any material developments, which may have a bearing on the engagements between the Parties.
6. This MoU shall be deemed to have commenced from the date of signing by both the Parties (the “Effective Date”) and based on annual performance, the MoU shall be renewed every year from the Effective Date maximum up to total 3 years unless terminated by either party after issuance of an advance written notice of 3 months to the other Party. The MoU may be renewed after its expiry on mutually agreed terms and conditions.
7. With respect to this arrangement and any other information supplied in connection with the arrangement, by one Party to the other, in any form whether verbal or written, through any medium whatsoever, shall be deemed to be confidential information if it is labeled / declared as such by disclosing Party to the other Party at the time of disclosure (the “Confidential Information”) and either Party shall keep the Confidential Information confidential for a term of 5 years after termination or expiration of the MoU.
8. It is agreed by both the Parties that with respect to the Confidential Information they shall:
- 8.1 Protect the confidential information in a reasonable and appropriate manner or in accordance with the applicable professional standards;

K. Singh
2/6/2021

Parya
2/6/2021



- 8.2 Use confidential information only to perform their respective obligations under this arrangement; and
- 8.3 Reproduce confidential information only as required to perform its obligations under this arrangement.
9. In case of any disagreement between the Parties in respect of any matter, directly or indirectly, connected to this MoU then the same shall be resolved amicably by negotiations and / or conciliation between the Parties.
10. In case of any dispute that may crop up during execution of MoU, the matter would be settled through arbitration by referring to a committee jointly appointed by both the parties.
11. Both the parties agree that this MoU supersedes all the other understandings and proposals, if any.
12. Either of the parties hitherto shall be entitled to terminate the MoU at any time with valid reasons, acceptable in writing to both parties and in such case, the MoU will terminate on the date of written notification or date of expiry of the MoU, whichever is earlier. In case of such premature termination of the MoU, all rights and obligations of the both parties shall automatically cease except payment or clearance of invoices pursuant to the services already provided to CUPB by i-TTO.

186/2021
2/16/2021

Purje
2/16/2021



- 13. Each of the signatories below represents and warrants that he or she is authorized to execute this Memorandum on behalf of the party for whom he or she signs, and that no further authority, or execution by any other person for such party is necessary.
- 14. This MoU is executed and shared electronically with such copy being an official version and having equal legal validity.

In witness whereof the parties have signed this MoU at Bathinda on the 2nd day of June, 2021 first hereinabove written, in the presence of witnesses as described below.

IPS Singh
 Registrar 2/6/2021
 Central University of Punjab
 Bathinda

Bhatia
 Chief Manager 2/6/2021
 Innovation-Technology Transfer Office
 New Delhi



In the presence of

[Signature]
 2/6/2021
 Prof. Raghavendra P. Tiwari
 Vice Chancellor
 Central University of Punjab
 Bathinda

[Signature]
 Dr. Anil Wali
 Managing Director
 Foundation for Innovation and Technology Transfer
 New Delhi

Dr. ANIL WALI
 Managing Director
 Foundation for Innovation & Technology Transfer
 Indian Institute of Technology
 Hauz Khas, New Delhi-110016



Appendix I : Scope of work

A. IP services

-Assessment of research outcome

The research resultants of CUPB shall be assessed to identify inventions for IP protection and commercial value. This shall also include prospecting for valorization of R&D based on identified R&D strengths and faculty orientation.

-IP Filing

This shall entail evaluation of the research portfolio and needful diligence towards IP protection and shall involve coordination with inventors and law firms for IP registration process.

-Drafting of IP and technology transfer policy and standard formats

i-TTO shall assist CUPB in framing or revising its IP & TT policy or formats.

B. Technology Transfer Services

Before Technology Transfer is initiated and once IP is filed, technology potential assessment will be conducted to check for its technology readiness levels and commercial potential, following which the process of technology transfer will be initiated and will include the following steps:

- Preparation of technology briefs
- Marketing brochures
- Outreach, primarily to the industries, start-ups and SMEs
- Negotiation and closure of the deals
- Signing of agreements

C. Capacity building

- Webinars and workshops shall be conducted to enhance awareness amongst students and faculty regarding Intellectual property rights and technology transfer.
- One-o-one sessions in person or online or telephone mode with inventors to address specific case questions and discussion on respective cases

1st time
2/6/2021

Page
2/6/2021