



Memorandum of Understanding(MoU)

This Consultant Agreement (hereinafter "**Agreement**") is hereby entered into as of this the **01st day of June, 2023** ("Effective Date")

BY AND BETWEEN

Late G. N. Sapkal College of Engineering, Nashik an engineering institute of a registered charitable trust under the Bombay Public Trust Act 1950 having its office at "Sapkal Knowledge Hub, Kalyani Hills, Anjaneri, Trimbakeshwar Road, Nashik, Maharashtra 422213. (the "**Client**" which term shall include parent and subsidiary institutes and permitted assigns);

AND

Peal IP Solutions, 79, Sharda Nagar, Yeola Road, Kopargaon, Dist- Ahmednagar, 423603

(the "**Consultant**", which term shall include successors and permitted assigns).

The Client and Consultant are hereinafter collectively referred to as the "**Parties**" and individually referred to as the "**Party**".

WHEREAS, the Client is in the business of Education.

WHEREAS, the Consultant is Intellectual Property Rights expert

WHEREAS, the Client desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby covenanted and agreed by the Client and the Consultant as follows:

1. BACKGROUND

1.1 The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services the in domain of Intellectual Property rights to the Client.

1.2 The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

2. SERVICES PROVIDED

The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):

2.1 Patent filing and prosecution as per the standards laid down by controller of patent of India.

2.2 Design filing and prosecution as per the standards laid down by controller of patent of India.

2.3 Trademark filing and prosecution as per the standards laid down by controller of patent of India.

2.4 Copy Right filing and prosecution as per the standards laid down by controller of Copy Right of India.

The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

3. COSIDERATION.

3.1 The Consultant shall be paid consideration as mentioned in Appendix-A .

3.2 The consideration shall be charged as per the completion of work.

3.3 The Client shall pay any future taxes (if required), like GST for the services provided by the consultant.

3.4 The consideration rates mentioned in this agreement are for 03 years and may be revised if the agreement is renewed for next year.

3.5 The other expenses like travel etc. if required for hearing of patens shall be provided by the client.

4. CONFIDENTIALITY

4.1 Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

- 4.2 The Consultant agrees that at all times during or subsequent to the performance of the Services, the Consultant will keep confidential and not disclose or cause to be disclosed, publish, disseminate or otherwise make available or use Confidential Information, except for the Consultant's own use during the Term of this Agreement and only to the extent necessary to perform the Services. The Consultant shall not remove or cause to be removed tangible embodiments of, or electronic files containing, Confidential Information from the Client, without prior written approval of the Client.
- 4.3 All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

5. OWNERSHIP OF INTELLECTUAL PROPERTY

- 5.1 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 5.2 The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client.

6. RETURN OF PROPERTY

6.1 Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

7. MODIFICATION OF AGREEMENT

7.1 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

8. TERM AND TERMINATION

8.1 **Term:** This Agreement shall take effect immediately from the Effective Date and continue to remain in full force and effect for a period of 03 (THREE) years and the Parties have the option of renewing the same (hereinafter, the "Term"), unless terminated earlier in accordance with this Agreement.

8.2 **Termination:** Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party:(i) is in material breach of this Agreement and has failed to cure such breach within 15 (FIFTEEN) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice

related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property. The Parties shall give a notice of 1 (one) month prior to termination.

8.3 If the agreement is terminated earlier or its term is over, the pending compensation towards the client if any will be paid by the client as per the normal process laid in in this agreement.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this **01st day of June, 2023**



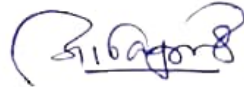
Dr. S. B. Bagal
Principal

Sapkal College of Engineering, Nashik

Prof.(Dr.) Sahebrao B. Bagal

Principal

Late G N Sapkal College of Engineering
Anjaneri, Nashik-422 213.



Dr. A. V. Damale
For Pearl IP Solutions, Kopergaon
Dist- Ahmednagar


Witness :1 Prof.

Witness:2 Prof.

Appendix-A

The consulting and govt fees for different IPR are as follows.

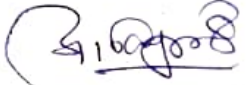
Particulars	Patent (RS.)	Design	Copy Rights	Trademarks
A. Consultancy	20,0000.000	5000.00	5000.00	10,000.00
B. Govt. Fees.				
1.Filing	1600.00	1000.00	1000.00	1.Rs.4500. for natural Person/MSME/Startup 2.Rs. 9,000 others
2. Publication (Applicable if Early Publication is used)	2500.00			
3. Examination	4000.00			
Total (A+B)	28100.00	6000.00	6000.00	14500/19000


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