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S.No. 2019 Dt. 6-8-18 Rs. 100
Sold to: [Handwritten Name]
For Whom: [Handwritten Name]
G.G.S. NAGESWARA RAO
Licenced Stamp Vender
No. 05-18-07/1989, R.L. No. 05-18-002/2016
Court Compound Narsapur, W.G.Dt.
Cell : 9912106256

MEMORANDUM OF UNDERSTANDING (MoU)

Between

Swarnandhra College of Engineering & Technology (Autonomous) (SCET)
having its operational institute at
Seetharampuram, Narasapur, West Godavari Dt., Andhra Pradesh 534280

(first Party, hereinafter referred to as SCET), Represented by

Principal, SCET

AND

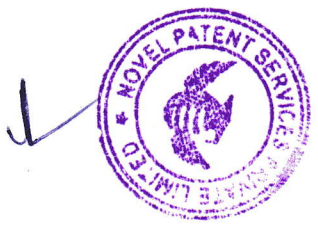
Novel Patent Services Private Limited (NIPRA)

having its operational office at

HIG 421, Mansita, Above Punjab National Bank, Visakhapatnam, Andhra Pradesh 530041

(second Party, hereinafter referred to as NIPRA), Represented by

Managing Director, NIPRA



[Handwritten signature]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on this

6th day of August, 2018.

Between

Swarnandhra College of Engineering & Technology, (SCET) (Autonomous) is an established engineering college approved by All India Council for Technology Education (AICTE) and also received an autonomous status. It provides engineering education in various streams. hereinafter referred to as "SCET" which expression shall, where the context so admits, include its successors and permitted assigns, of the First Party.

And

Novel Intellectual Property Rights Academy (NIPRA) having its office at HIG 421, Mansita, Above Punjab National Bank, Visakhapatnam - 530041, India is a top notch and the only fully established Intellectual Property Rights Academy offering a complete range of Intellectual Property Right education and outsourced services including high-end research and analytics services, hereinafter referred to as "NIPRA" which expression shall where the context so admits include its successors and permitted assigns, of the second party.

SCET and NIPRA are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

1. Preamble

1.1 Whereas, SCET, primary responsibility is to facilitate engineering education that embraces research and development of several projects during the course. Whereas, NIPRA primarily focusses on educating peers on Intellectual Property Rights, developing IP strategy and providing a collaborative platform in between academia, industry and investors.

1.2 The Parties hereby express their willingness to establish and support an Intellectual Property Cell (IPR Cell) within the premises of SCET.

2. Scope of MoU

The two Parties have decided to enter into the Memorandum of Understanding to jointly work on the following activities:



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SA - ✓

2.1 SCET

2.1.1 Shall establish and promote IPR Cell and its activities in the premises of the College of Engineering.

2.1.2 Shall provide an infra-structure ie., a physical space with projector, all the required facilities for conducting training and mentoring sessions regularly in IPR cell.

2.1.3 Shall engage solely with NIPRA in any of the IP related requirements.

2.1.4 Shall connect any project, thesis or research works of SCET to the IPR Cell, whereby all the workeable projects can be adequately vetted by the Cell and be provided with the patentability opinions.

2.2 NIPRA

2.2.1 Shall be the IP partner for the SCET

2.2.2 Shall provide the adequate support like training, conducting workshops, preparing technical patent landscapes, providing patentability opinions to the ideas streaming in the IPR Cell on a regular need basis.

2.2.3 Shall be the teaching faculty for all the engineering students and the faculty at SCET and promote IPR education within the campus of SCET.

2.2.4 On a regular basis NIPRA conducts training, guiding & motivation on IPR by conducting physical classes once a quarter.

2.2.5 NIPRA shall provide any needed advice or guidance or clarification on IP related matters over any communication means in ordinary scenario.

3. Duration of MoU

The total time-frame of the engagement would be for a period of 5 years from the date of signing this MoU. The term of this MoU may be extended as may be mutually decided by the Parties.

4. Financials

4.1 NIPRA shall be paid rupees thirty thousand only per quarter during this engagement for a period of one year, which is subjective to be increased at a rate of 10% after that. Other financial requirements that arise during the course of engagement shall be in accordance with the quotation provided for the respective requirement dependent of the situation and shall be paid by SCET on a project-to-project or task basis (eg. Search, drafting & filing, IP Policy, etc.) on completion of the project or task.

4.2 In addition, travel allowance for any visits shall be paid to NIPRA as and when required during the execution of the duties according to the MOU by SCET.



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5. Intellectual Property Rights

The legal rights over scientific and technical outputs based on the data and report generated in any study mutually undertaken would vest with both the parties. The Patent and other intellectual rights pertaining to any part of the project shall vest with first Party.

6. Confidentiality

The terms of confidentiality would be in accordance with the NDA that is separately signed and executed between both the parties.

7. AMENDMENTS TO MoU

No amendment of any provision of this MoU or any Addendum shall be effective unless it is in writing and signed by authorized representatives of both Parties hereto.

8. TERMINATION OF MoU

This MoU may be terminated by either of the Parties forthwith if the any other Party commits breach of any of the terms hereof and shall have failed to rectify such breach within sixty (60) days of the notice in this behalf having been served on it by the other Party.

IN WITNESS WHEREOF the Parties hereto have signed this MoU on the day, month and year mentioned hereinbefore.

<p>Novel IPR Academy</p> <p style="text-align: center;">For Novel Patent Services Pvt. Ltd.</p> <p><i>Hima Bindu</i></p> <p>By: _____ Managing Director</p> <p>Name Hima Bindu A Designation Managing Director Organization Novel Intellectual Property Rights Academy</p>	<p>Swarnandhra College of Engineering & Technology (Autonomous) (SCET)</p> <p style="text-align: center;"><i>Dr. S. Ramesh Babu</i></p> <p>By: _____</p> <p>Name Dr. S. Ramesh Babu Designation Secretary & Correspondent SCET College of Engineering</p>
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SECRETARY & CORRESPONDENT
**SWARNANDHRA COLLEGE OF
ENGINEERING & TECHNOLOGY
(AUTONOMOUS)**
NARSAPUR - 534 280, W.G. DIST.

CONFIDENTIAL

Date: August 06, 2018

Novel Patent Services Pvt. Ltd.
MIG 421, 2nd Floor, MANSITA,
Above Punjab National Bank,
Midhilapuri Vuda Colony,
Visakhapatnam – 41

PHONE (O): +91 891 2538757
FAX : +91 891 2538757

Attention : Hima Bindu Atti

This Confidentiality, Non-Disclosure and Non-Circumvention Agreement (Agreement) is made and effective this 06th day of August, 2018 by and between **M/s Novel Patent Services Pvt. Ltd.**, MIG 421, 2nd Floor, MANSITA, Above Punjab National Bank, Midhilapuri Vuda Colony, Visakhapatnam – 41 (NPS) and **Swarnandhra College of Engineering & Technology**, Seetharampuram, Narsapur, West Godavari-534280, Andhra Pradesh, India. Hereinafter referred to, individually, as the "Party" and collectively, as the "Parties"

Whereas, the Parties are, or will be, evaluating, discussing and negotiating a possible business relationship hereinafter referred to, as the "Project"

Whereas, the Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is proprietary and confidential.

Whereas, the Parties have agreed that disclosure and use of such proprietary and confidential information shall be made on the terms and conditions of this agreement.

Now It Is Agreed As Follows

1. Definitions:

In this agreement the following terms shall, unless the context otherwise requires, have the following meanings:

1.1 '*Disclosing Party*' means the Party disclosing Confidential Information to the other Party under this Agreement.

1.2 '*Receiving Party*' means the Party receiving Confidential Information from the other Party under this Agreement.

1.3 "*Confidential Information*" means any information, in any and all tangible and intangible information, which shall include without limitation, data, designs, photographs, drawings, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral, graphic, recorded, photographic or in the form of documents, samples, models, prototypes, computer / software programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.

1.3.1 Such Confidential Information shall also include but shall not be limited to:

1.3.1.1 Information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;



Initials of NPS _____
Date: Aug 06th, 2018

Proprietary and Confidential

Initials of SWARNANDHRA COLLEGE _____

1.3.1.2 information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;

1.3.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure;

1.3.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.

1.3.2 Such Confidential Information shall not include any information which:

1.3.2.1 is, at the time of disclosure, publicly known; or becomes at a later date, publicly available without breach of this Agreement of or by the Receiving Party; or

1.3.2.3 the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement

1.3.2.4 is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or

1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

2. NPS's Duty. NPS agrees to keep SWARNANDHRA COLLEGE Information in confidence and not to disclose or use SWARNANDHRA COLLEGE Information for any purpose (other than the purposes of the business relationship proposed *hereunder*) without the prior written consent of SWARNANDHRA COLLEGE; provided, however, that nothing herein shall prevent NPS from disclosing SWARNANDHRA COLLEGE Information to its directors, officers, employees (collectively, NPS "Representatives"), if such persons have a need to know such Information for the purposes of evaluating the proposed business relationship and are subject to a confidentiality obligation with respect to such Information. NPS agrees that it will be fully responsible for any breach by NPS's Representatives of their confidentiality obligations with respect to such Information.

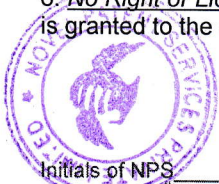
Neither party will disclose, and each party will direct its Representatives who are aware of the contemplated discussions not to disclose, to any person the identity of the other party, the fact that Information has been made available or that discussions are taking place concerning the proposed business relationship or any of the terms, conditions or other facts with respect to any such proposed business relationship, including the status thereof.

3. Non-Disclosure/Publicity. Neither party will disclose, and each party will direct its Representatives who are aware of the contemplated discussions not to disclose, to any person the identity of the other party, the fact that Information has been made available or that discussions are taking place concerning the proposed business relationship or any of the terms, conditions or other facts with respect to any such proposed business relationship, including the status thereof.

4. Compelled Disclosures. In the event NPS (or any person to whom NPS has transmitted the Information received hereunder) are required by law or legal process to disclose any of such Information, NPS will (i) provide SWARNANDHRA COLLEGE with prompt notice of such event so that SWARNANDHRA COLLEGE may intervene to protect the confidentiality of the Information and (ii) at SWARNANDHRA COLLEGE request and expense, use reasonable efforts to obtain assurance that confidential treatment will be accorded to the Information to be disclosed.

5. Return of Information. All written and electronic documents containing Information and other confidential material in tangible form received by either party under this agreement shall remain the property of SWARNANDHRA COLLEGE Upon request of SWARNANDHRA COLLEGE all such documents (together with any copies or excerpts thereof) and such other material received hereunder shall promptly be either returned to SWARNANDHRA COLLEGE or destroyed and the destruction confirmed to SWARNANDHRA COLLEGE in writing. Notwithstanding the return or destruction of the documents and materials, NPS will continue to be bound by NPS's obligations under this agreement.

6. No Right or License. No right or license to use any Information disclosed hereunder, either express or implied, is granted to the receiving party.



Initials of NPS _____
Date: Aug 06th, 2018

Proprietary and Confidential
Initials of SWARNANDHRA COLLEGE _____

7. Accuracy of Information. NPS understands that although SWARNANDHRA COLLEGE has endeavored to include in the Information, information that it believes to be relevant for the purpose of the recipient's evaluation, neither SWARNANDHRA COLLEGE nor any of its representatives have made or make any representation or warranty as to the accuracy or completeness of the Information.

8. No Obligation to Pursue Proposed Transaction. Unless and until a definitive agreement between SWARNANDHRA COLLEGE and NPS with respect to the proposed business relationship has been executed and delivered, SWARNANDHRA COLLEGE will not be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this or any written or oral expression by any of its Representatives, except for the matters specifically agreed to herein.



9. Survival. The obligations of Section 2 shall continue for four years from the effective date of this agreement.

10. Governing Law. Except as otherwise provided in the immediately following section, the validity and interpretation of this agreement and the legal relations of the parties to it, shall be governed by the internal laws of India.

11. Dispute Resolution. Any claim, dispute or difference between the Parties shall be submitted for resolution to the courts in Andhra Pradesh and Tamilnadu, and consent to venue in and the exclusive jurisdiction of such courts. This clause shall survive the expiration or termination of the Agreement.

12. Entire Agreement & Modifications; Severability; Construction. This document contains the entire agreement between the parties and supersedes all pre-existing agreements, whether oral or written, between the parties respecting its subject matter. Modifications or waivers of this agreement shall only be effective if made in writing and signed by both parties. The invalidity of any provision of this agreement will not affect the enforceability of any other provision hereof. The parties have jointly negotiated and drafted this agreement and this agreement shall be interpreted without presumption favoring or disfavoring any party by virtue of authorship of any provision of this agreement. This agreement shall not be assignable, in whole or in part, by either party without the prior consent of the other party, and any such assignment without prior consent shall be void.

This letter agreement may be executed in two counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

<p>Novel Patent Services Private Limited</p> <p>For Novel Patent Services Pvt. Ltd.</p> <p>By:  Managing Director</p> <p>Name: Hima Bindu Atti Designation : Managing Director</p>	<p>SWARNANDHRA COLLEGE OF ENGINEERING & TECHNOLOGY</p> <p>By: </p> <p>Name : Dr. S. Ramesh Babu, M.Tech, Ph.D. Designation : Secretary & Correspondent</p>
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SWARNANDHRA COLLEGE OF ENGINEERING & TECHNOLOGY
(AUTONOMOUS)
NARSAPUR - 534 280, W.G. DIST.



Initials of NPS _____
Date: Aug 06th, 2018

Proprietary and Confidential
Initials of SWARNANDHRA COLLEGE _____

CONFIDENTIAL

Date: August 21, 2013

Novel Patent Services Pvt. Ltd.
MIG 421, 2nd Floor, MANSITA,
Above Punjab National Bank,
Midhilapuri Vuda Colony,
Visakhapatnam – 41

PHONE (O): +91 891 2538757
FAX : +91 891 2538757

Attention : Hima Bindu Atti

This Confidentiality, Non-Disclosure and Non-Circumvention Agreement (Agreement) is made and effective this 21st day of August, 2013 by and between **M/s Novel Patent Services Pvt. Ltd.**, MIG 421, 2nd Floor, MANSITA, Above Punjab National Bank, Midhilapuri Vuda Colony, Visakhapatnam – 41 (NPS) and **Swarnandhra College of Engineering & Technology**, Seetharampuram, Narsapur, West Godavari-534280, Andhra Pradesh, India. Hereinafter referred to, individually, as the "Party" and collectively, as the "Parties"

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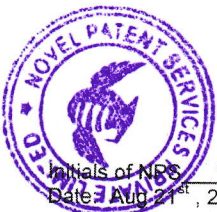
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1.2 '*Receiving Party*' means the Party receiving Confidential Information from the other Party under this Agreement.

1.3 "*Confidential Information*" means any information, in any and all tangible and intangible information, which shall include without limitation, data, designs, photographs, drawings, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral, graphic, recorded, photographic or in the form of documents, samples, models, prototypes, computer / software programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.

1.3.1 Such Confidential Information shall also include but shall not be limited to:

1.3.1.1 Information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;



Proprietary and Confidential

Initials of SWARNANDHRA COLLEGE _____

1.3.1.2 information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;

1.3.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure;

1.3.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.

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1.3.2.1 is, at the time of disclosure, publicly known; or becomes at a later date, publicly available without breach of this Agreement of or by the Receiving Party; or

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Neither party will disclose, and each party will direct its Representatives who are aware of the contemplated discussions not to disclose, to any person the identity of the other party, the fact that Information has been made available or that discussions are taking place concerning the proposed business relationship or any of the terms, conditions or other facts with respect to any such proposed business relationship, including the status thereof.

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6. No Right or License. No right or license to use any Information disclosed *hereunder*, either express or implied, is granted to the receiving party.



Proprietary and Confidential

Initials of SWARNANDHRA COLLEGE

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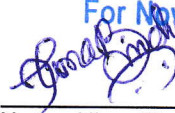

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<p>Novel Patent Services Private Limited</p> <p style="text-align: center;">For Novel Patent Services Pvt. Ltd.</p> <p>By: </p> <p>Name: Hima Bindu Atti Managing Director Designation : Managing Director</p>	<p>SWARNANDHRA COLLEGE OF ENGINEERING & TECHNOLOGY</p> <p style="text-align: center;"></p> <p>By: _____ Name : Dr.S.Ramesh Babu, M.Tech., Ph.D. Designation : Secretary & Correspondent</p>
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Secretary & Correspondent
SWARNANDHRA COLLEGE OF
ENGINEERING & TECHNOLOGY
(AUTONOMOUS)
NARSAPUR - 534 280, W.G. DIST.



Initials of NPS 
Date: Aug 21st, 2013

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