
MoU : Verispire Inc. & Galgotias University (IPR Activities with Galgotias University)

1 message

VC Office <vcoffice@galgotiasuniversity.edu.in>

Sat, Jan 25, 2020 at 1:30 PM

To: Vice Chancellor <vc@galgotiasuniversity.edu.in>, Registrar of University <registrar@galgotiasuniversity.edu.in>

Cc: Dhruv Galgotia <ceo@galgotiasuniversity.edu.in>

Respected Mam / Sir,

Enclosed herewith Scan copy of Ink Signed MoU between GU & Verispire Inc. for getting associated for Intellectual Property Activities with Galgotias University.

For your kind information, please.

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Thanks & Regards
Dinesh Rana

Office of the Vice Chancellor
Galgotias University
Phone: 0120-4806862, Ext. 862

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**MEMORANDUM OF UNDERSTANDING
GETTING ASSOCIATED FOR INTELLECTUAL PROPERTY ACTIVITIES WITH
GALGOTIAS UNIVERSITY**

This Memorandum of Understanding (MoU) is made on this Saturday, the 25th day of January 2020 by and between

Galgotias University having its main campus address as Plot No. 2, Yamuna Expy. Opposite, Buddha International Circuit, Sector 17A, Greater Noida, Uttar Pradesh 203201 (hereinafter referred to as 'GU', which expression shall include their subsidiaries, branch offices, associations, administrator, legal heirs, group institutions, etc.).

AND

Verispire Inc., a California, (USA) registered company, having its office

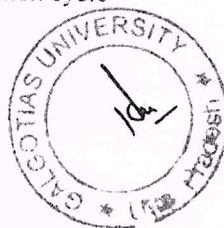
AND

Verispire Technologies Pvt. Ltd. having its offices at C-25, Second Floor, Sector 8, Noida, Uttar Pradesh 201301, which expression shall include their subsidiaries, branch offices, associations, administrator, legal heirs, etc.


(herein after collectively referred to as 'Verispire')

1. BACKGROUND:

- 1.1. Verispire is an intellectual property consulting company engaged in creating valuable business assets for our clients by safeguarding their intellectual property. We provide the best in class and wide array of intellectual property consulting services to our clients worldwide.
- 1.2. Galgotias University is devoted to excellence in teaching, research and innovation, and to develop leaders who'll make a difference to the world. The Galgotias University, which is based in Greater Noida, has an enrollment of over 15,000 students across more than 100 Undergraduate and Post Graduate programs.
- 1.3. Verispire also conducts hands-on workshops, lecture series and seminars to educate and trains the in-house personnel of companies, educational institutions, government and semi-government bodies towards aspects of creation, management and commercialization of IP.
- 1.4. Whereas, GU is desirous of getting associated with Verispire for Developing Innovation and Research initiatives or streamlining existing IP process, if any with the following primary objectives:
 - 1.4.1. **Facilitate in developing IPCurate Labs with all the activities mentioned in the proposal and mutually agreed (Annexure 1)**
 - 1.4.2. Facilitate patent searching, drafting and patent filing.
 - 1.4.3. Facilitate in patent prosecution cycle



For Verispire Technologies Private Limited
CIN: U72200HR2015PTC054604


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- 1.4.4. **Provide complete IP management**
- 1.4.5. Encourage creativity and innovation.
- 1.4.6. Provide other IP filings (Trademark, Design, Copyright, etc).
- 1.4.7. Organize training programs, seminars, and workshops.
- 1.4.8. Encourage creativity and innovation.
- 1.4.9. Recommend initiatives to sensitize and strengthen GU on IP.
- 1.4.10. Verispire will look out the end to end IP activities of GU.
- 1.4.11. **Commercialization of Intellectual Property.**
- 1.4.12. Recommending and creating IP Policy for Institution

The two parties to the MoU, with the intention of both being legally bound, accept the following terms and conditions:

2. RESPONSIBILITIES OF VERISPIRE:

- 2.1. To act as a resource body to handle the complete innovation and research activities of the GU.
- 2.2. Offer total support and guidance in the field of IP, on a paid and complementary basis as the case may be.
- 2.3. To act as a resource body for rendering research & intellectual property training programs, conducting seminars and workshops including the development of program structure and module development.
- 2.4. To recommend initiatives to sensitize and strengthen the innovation culture in GU
- 2.5. To look after all IP activities (Patent, Trademark, Copyrights, Design) of GU.
- 2.6. To execute above on-ground activity, Verispire will work on a retainer fee after 31st March 2020 within mutual consent from both parties for service specific fee. The details of retainer are mentioned in the invoicing section.

3. RESPONSIBILITIES OF GALGOTIAS UNIVERSITY, UTTAR PRADESH:

- 3.1. To provide infrastructure for establishing IP Curate Lab – an IP Cell powered by Verispire and administrative support in case required for IP related activities.
- 3.2. To encourage the faculty members and students to associate with sensitization programs on IP.
- 3.3. All other support and assistance that would be required in seamlessly carrying on all the activities in IP Curate Lab.


4. INVOICING

- 4.1. Verispire will raise an invoice according to the type of project (pricing in annexure).
- 4.2. Verispire will raise an invoice for government fee in advance and any government filings or submissions will be done within 3 to 5 working days of receiving the fee in Verispire's accounts.
- 4.3. GU shall make the payment towards the invoice raised by Verispire within 5 days of receipt of the invoice.
- 4.4. All Invoice will be generated as per mutually agreed price. It is to be noted that the fees mentioned in the annexure are exclusive of GST Tax charges and the same will be applied over the fee amounts mentioned in the annexure.

5. INTELLECTUAL PROPERTY RIGHTS:



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- 5.1. "Intellectual Property" shall mean and include all copyrights, trademarks, designs, patents, patent applications, trade secrets, the Business Format, Merchandise and design or other intellectual property rights.
- 5.2. All intellectual property rights in the training material and the method of training is sole property of Verispire and will completely vest with Verispire.
- 5.3. Nothing in this MoU shall constitute or be construed as the acquisition of any legal or moral right by Verispire to the Intellectual Property or other property of the GU and Verispire acknowledges that ownership and title to the Intellectual Property of GU and the use thereof, shall remain vested solely and absolutely in GU as applicable in the context and Verispire shall have no right, title or interest therein.

6. COORDINATION AND CONTACT PERSONS:

- 6.1. For Verispire: The contact person for the purpose of services and support activities rendered under this MoU will be:
Param Doshi
Business Development Manager
IPCurate Lab - Verispire Inc.
Email: param.doshi@verispire.net
Contact: 9560087801
- 6.2. The contact person at GU for the purpose of support activities under this MoU will be:
Dr. Sansar Singh Chauhan
Professor, School of Computing Science & Engineering, Galgotias University
(Contact No. 9818472276)

7. FORCE MAJEURE



In the event of non-fulfillment of the terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither GU nor Verispire shall be held responsible for any loss or consequential loss.

8. INDEMNIFICATION AND WARRANTIES

Both Parties irrevocably undertake to indemnify each other against all claims, costs, actions, suits and proceedings, charges and expenses, losses and/or damages suffered by any party due to suppression of information, misrepresentation, misuse, any breach or negligence or willful misconduct or non-observance thereof by the any party of the terms of this MOU.

9. LIABILITIES

- 9.1. GU shall not, however, be liable for:
 - a. any payments of claims by employees or associates of Verispire.


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- b. discharging any financial commitments made by Verispire outside the scope of this MoU and without consulting GU.
- c. any suit on account of demands and other laws by Verispire which have no nexus with the object of the MoU being entered into.

9.2. Verispire shall not, however, be liable for:

- a. any payments of claims by employees or associates of GU.
- b. discharging any financial commitments made by GU outside the scope of this MoU and without consulting Verispire.
- c. any suit on account of demands and other laws by GU which have no nexus with the object of the MoU being entered into.

10. BREACH OF MoU:

Both parties to the MoU will have the right to terminate the MoU, in case the terms and conditions of the MoU are violated by either party, by giving written notice of 2 months to the violating party.

11. AMENDMENT TO THE MoU

The obligation of GU and Verispire have been outlined in this MoU. However, during the operation of the MoU, circumstances may arise which call for alteration or modifications of this MoU. These modifications/alterations will be mutually discussed and agreed upon in writing.

12. NOTICE

Any notice or other communication hereunder shall be in writing, shall be sent via registered mail/ electronic mail, and shall be deemed given when deposited, postage prepaid, in the mail, to the addresses of the Parties as stated above or to such address as either of the Parties shall advise the other in writing.

13. RELATIONSHIP OF PARTIES

The Parties are acting herein as independent contractors and nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between any of the Parties and neither Party shall have the authority to bind the other Party in any respect. The Company shall not assign or transfer any of its rights / obligations under the MOU either directly or indirectly to any other person (s), firm (s), company (s) or body of person (s) or employ any sub-agent (s) to carry out the duties and obligations under this MOU.

14. CONFIDENTIALITY

The Parties agree to hold in confidence all the negotiations, commercial terms of this agreement and shall not divulge, disclose or communicate the contents of this MOU to any third party either written or oral form of any communication in nature. The Parties further covenant that they shall not use for their own or another advantage, the said contents of the MOU and shall not make any public announcements of whatsoever nature as to the existence of this agreement to any third party at any time during the term of this Agreement, and thereafter, except if such disclosure is required / necessary under law.

Each Party further agrees that in the event of breach or threatened breach of the aforesaid confidentiality obligations, the Party which will suffer irreparable injury, shall be entitled to seek



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from court of competent jurisdiction, preliminary and permanent injunctive relief which remedy shall be cumulative and in addition to any other rights and remedies to that Party may be entitled whether under the Agreement or otherwise. This clause shall survive expiration, or termination of this Agreement.

15. PERIOD OF VALIDITY

This MoU shall be initially valid for 3 years from the date of signing the MoU unless terminated earlier by either party in accordance with the provisions of this MOU and can be renewed subsequently by mutual consent of both the parties.

Further, the pricing attached in ANNEX I has been offered with an understanding that GU will move to a retainer model after March 31, 2020 or as soon the target of 50 patent applications filing is achieved.

16. DISPUTE RESOLUTION


Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the MoU. In the event the same is not possible, if any dispute of difference of any kind whatsoever shall arise between the parties in connection with the present MOU, parties shall promptly refer the dispute of difference to arbitration and arbitrator shall be appointed by the University in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be in Greater Noida. The award of the Arbitrators shall be final and binding on both the parties.

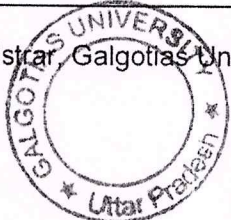
17. GOVERNING LAW

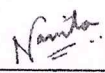
This MOU shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts at Greater Noida shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this MOU.

For Galgotias University

For Verispire, Inc.



(Registrar, Galgotias University)




For Verispire Inc.
Ms. Namita Mittal, Director,
Verispire Inc.

ANNEXURE 1

1. Patent Application Fee Structure (For Universities & Institutes)

Description	Government Fee (in INR)	Professional Fees (in INR)	Total Fees (in INR)
SEARCH & OPINION			
Patentability Search	NA	3,950	3,950
PREPARATION & FILING			
Provisional Patent Application	8,000	9,750 ⁺	17,750
Complete filing of Provisional Patent Previously Filed	NA	10,000	10,000
Complete Patent Application (Preparation & Filing) with Complete Specification	8,000	15,000 ⁺	23,000
REQUESTS			
Early Publication Request (Can be filed before scheduled 18 months from time of filing)	12,500	1,500	14,000
Request For Examination (Mandatory)	20,000	1,500	21,500
PROSECUTION			
Office action response	NA	6,000	6,000
Hearing and Filing response, if required	NA	10,000	10,000
Forwarding of Patent Registration Certificate	NA	0	0

+ A Patentability Search Report must be conducted prior to drafting a patent application to ensure no prior art is revealed during the later stages of the patent process

2. Other IP Related Activities

A. Development of IP Policy

Requirement	Professional Fees	Total
Every industry must have a strong IP Policy to protect its IP and safeguard the company's IP system	Complimentary	Complimentary

3. Other IP Services

1. Trademark Applications



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Description	Government Fee(in INR)	Professional Fees(in INR)	Total Fees(in INR)
SEARCH			
Trademark Availability Searches per mark per class with report	NA	700	700
FILING			
Trademark Registration (Preparation & Filing)	9,000	3,500	12,500
Trademark Objection Reply	1,000	2,500	3,500
PROSECUTION			
Office Action Response	NA	3,500	3,500
Hearing, if needed	NA	6,000	6,000
Receiving and Forwarding of Trademark Registration Certificate	NA	-	-

2. Industrial Designs

Description	Government Fee(in INR)	Professional Fees(in INR)	Total Fees(in INR)
FILING			
Preparation & filing of Design registration application	7,500	5,000	12,500
Industrial Design Objection Reply	NA	5,000	5,000
PROSECUTION			
Office Action Response	NA	5,000	5,000
Hearing, if needed	NA	8,000	8,000
Receiving and Forwarding of Design Registration Certificate	NA	0	0



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3. Copyright Registration Filing

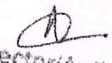
Description	Government Fee(in INR)	Professional Fees(in INR)	Total Fees(in INR)
FILING			
1. Literary/Artistic work or Software Code	500	3,500	4,000
2. Audio Recordings	2,000	5,000	7,000
3. Cinematographic Film	5,000	5,000	10,000
PROSECUTION			
Receiving office action, studying of objections received and preparing and filing of appropriate responses at the Copyright Office	NA	5,000	5,000
Attending hearings, preparing and filing written statements at the Copyrights Office, if needed	NA	8,000	8,000
Receiving and Forwarding of Copyright Registration Certificate	NA	-	-

4. Paralegal Services

Govt. Fees	Professional Fees	Total
As per actuals	Project-to-project basis	-



for Vanspire technologies Private Limited
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ANNEXURE-2

Payment Plans	Retainer Fees	Features
Basic	None	<p>-Formation of IPCurate Labs for end-to-end IP and IP Consultancy services</p> <p>- College Specific E-mail ID for all IP requirements as well as handling complete responsibilities of end-to-end IP services required (From searching {more than free search limit}, drafting, filing & other prosecution services required) on a case-to-case basis in accordance with individual fees provided in the Filing Fee Structure.</p> <p>- The Engagement Model will be based on 2 phases to be spanned over a year.</p> <p>1. Phase 1: Awareness Programs which will entail Educating it staff and students on the concepts regarding intellectual property rights, the law and procedure for securing intellectual property rights (600 faculty for 3 days workshop & First year students of engineering /SMAS/ SBAS/ Management /Law/ SBBS 20 hours training, minimum before 31st March 20)</p> <p>2. Phase 2: Innovation Camps focused on ideation workshops (Any additional cost to be borne by the university)</p>

It is to be noted that the fees (government or professional), wherever mentioned in this document, are exclusive of any Taxes and the same will be applied over and above the fee amounts as prevailing govt. norms.

**On filing of more than 10 claims, an extra applicable 1,600 INR Govt. Fee and 500 INR Professional fee


**On filing of more than 30 sheets on specifications, an extra applicable 800 INR Govt. Fee and 300 INR Professional Fee

*For PCT and International Filings, fee schedule on request.

****It is also to be noted that travel arrangements and accommodations will be paid and accounted for by the University**



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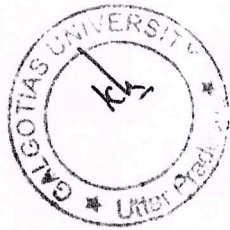

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ANNEXURE-3

S.No.	Services	Timeframe Required to Complete (Working Days)
1	Patentability Search	3-5 Days
2	Provisional Drafting	5-7 Days
3	Complete Drafting after Provisional	15-18 Days
4	Invalidation/Validity Search	7-10 Days
5	Freedom to Operate	15-20 Days
6	Infringement Analysis	4-5 Days
7	State of Art Search	15-20 Days
8	Landscape Analysis	20-30 Days

**Payment of services mentioned in Annexure 2 which were not enlisted earlier to occur on a case-to-case basis.

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(Signature)
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