

# **MEMORANDUM OF AGREEMENT**

**BETWEEN**



## **NATIONAL RESEARCH DEVELOPMENT CORPORATION**

(An Enterprise of DSIR, Ministry of Science & Technology, Govt. of India)

**20-22, ZAMROODPUR COMUNITY CENTRE  
KAILASH COLONY EXTENSION, NEW DELHI 110048**

**AND**

## **GLA UNIVERSITY**

**17<sup>TH</sup> STONE, NH-2, MATHURA-DELHI ROAD, P.O. CHAUMUHAN,  
MATHURA, UTTAR PRADESH, INDIA**

**2018**



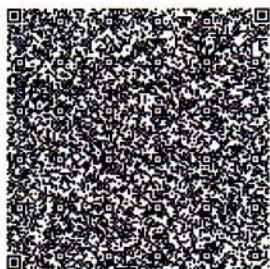
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#### **NATIONAL RESEARCH DEVELOPMENT CORPORATION**

(An Enterprise of DSIR, Ministry of Science & Technology, Govt. of India)

20-22, ZAMROODPUR COMMUNITY CENTRE

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AND

**GLA UNIVERSITY**

17<sup>TH</sup> STONE, NH-2, MATHURA-DELHI ROAD,

P.O. CHAUMUHAN, MATHURA-281406, UTTAR PRADESH



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**PROF. DURG SINGH CHAUHAN**  
VICE-CHANCELLOR  
GLA UNIVERSITY

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into this 18<sup>th</sup> day of JANUARY,  
2018

### **BETWEEN**

**National Research Development Corporation**, an Enterprise of Department of Scientific & Industrial Research, Ministry of Science & Technology, Govt. of India, dealing within the meaning of and registered under the Companies Act, 1956, having its Registered Office at 'Anusandhan Vikas', 20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi-110 048 (hereinafter called '**NRDC**' which expression shall include its successors in interest/business and permitted assigns) of the one part;

### **AND**

**GLA** University, a private University accorded the status of a university under the U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and accredited with 'A' grade by NAAC and having its Campus at 17<sup>th</sup> Stone, NH-2, Mathura-Delhi Road, P.O. Chaumuhan, Mathura, Uttar Pradesh, India (hereinafter called '**GLAU**' which expression shall, where the context so admits, include its successors in interest/business and permitted assigns) of the other part.

**WHEREAS 'NRDC'** is a company established by the Government of India with the objectives, inter-alia of promotion, development, licensing and commercial exploitation of indigenous technology, know-how and inventions, including the technical and engineering know-how generated by various publicly funded R&D laboratories, universities, UGC-recognized universities including the private universities and institutions. Since its inception, '**NRDC**' has already transferred to industry and successfully commercialised a large number of technologies both in India and abroad.

**WHEREAS, 'GLAU'** is UGC recognized, and NACC A-grade accredited and engaged in education, research and extension activities encompassing all aspects of Engineering, Applied Sciences, Management, Education, Bio-Technology, Microbiology and Immunology, Pharmaceutical Sciences and Entrepreneurship.

**AND WHEREAS 'GLAU'** and '**NRDC**' recognise the respective strengths of the two organisations and accordingly agree to cooperate in the development of technologies and their successful transfer to industry for commercial exploitation and socio-economic benefits.



  
2 **PROF. DURG SINGH CHAUHAN**  
**VICE-CHANCELLOR**  
**GLA UNIVERSITY**  
**MATHURA (U.P.)**

Now therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follow:

1. Subject to the conditions hereinafter contained '**GLAU**' agrees to assign its technologies/ Know-hows(s) to '**NRDC**' free from encumbrances and developed by **GLAU** for sole and absolute right of marketing and licensing for commercial exploitation by '**NRDC**'.
2. '**GLAU**' also agrees to provide '**NRDC**/Licensee of '**NRDC**' as the case may be, technical and engineering know-how relating to such Technology(ies) etc. consisting of documented technical information on the mode of working and using the same by an industry, as may be necessary to commercialise the said invention(s)/ process(s)/ product(s)/ technology(ies) and associated patents/ designs/ copyrights/ trademarks etc. by '**NRDC**' during the currency of this MOA being in force on mutually agreed terms and conditions.
3. '**GLAU**' shall also keep **NRDC** informed of any further development, improvement in the said invention(s)/ process(s)/ product(s)/ technology(ies) and shall also assign the same for licensing by **NRDC** for commercial exploitation.
4. '**GLAU**', shall on successful demonstration of the technologies and handing over the know-how document to **NRDC and/or its licensee(s)**, sign along with Licensee(s) a certificate of successful demonstration of the technology as per **NRDC** format and send one copy in original to **NRDC**.
5. For the processes licensed by **NRDC**, '**GLAU**' agrees to provide a demonstration of the invention(s)/ process(s)/ product(s)/ technology(ies) to the **NRDC**'s licensee(s) at '**GLAU**' on the scale at which the invention/ process/ product/ technology may have been developed by '**GLAU**', within a period of 30 days of the date of signing of the licence agreement by the licensee with '**NRDC**' to familiarise appropriately qualified personnel of the licensee and provide expert assistance to the licensee for implementation of the licensed invention/process/ product/ technology etc.
6. '**NRDC**' agrees to give publicity to the availability of the invention(s)/ process(s)/ product(s)/ technology(ies) assigned to it by '**GLAU**' for commercial exploitation and also agrees to generate necessary market data/profiles, prefeasibility, feasibility and project reports, to promote speedy and effective licensing and commercialisation of the invention(s)/ process(s)/ product(s)/ technology(ies). '**NRDC**' also agrees to associate the **GLAU** during negotiations for deciding the fee to be charged from the prospective licensees and inform the '**GLAU**' about the negotiations for deciding the fee to be charged from the prospective licensee at the time of transfer of technology.



  
3 **PROF. DURG SINGH CHAUHAN**  
**VICE-CHANCELLOR**  
**GLA UNIVERSITY**  
**MATHURA (U.P.)**

7. In consideration of the assignment, provision of technical information and documentation and technical services as aforesaid by 'GLAU', 'NRDC' agrees to remit to 'GLAU' 50% of the entire fees (Lumpsum Premium and Royalty) received by it from the licensees arising from and out of the said commercial exploitation of the invention(s)/ process(s)/ product(s)/ technology(ies) of 'GLAU' assigned to 'NRDC'. The royalties payable to 'GLAU' shall continue for a fixed period agreed between 'NRDC' and the licensee, and 'NRDC' will apply its well established and time tested methods of monitoring the extent of exploitation of the said Technology(ies) to ensure full and effective payment of royalties by the licensee concerned.
8. The premia and the royalty agreed upon by 'NRDC' and the licensee and the period of licensing will be finalised jointly by 'NRDC' with 'GLAU' and 'GLAU' will abide by the same.
9. In view of the cooperation provided for under this MOA, 'NRDC' agrees to advise 'GLAU' and facilitate 'GLAU' in the filing of patent applications (both in the country and abroad) on invention(s)/ process(s)/ product(s)/ technology(ies)), which 'GLAU' assigns or proposes to assign to 'NRDC' for licensing on the understanding that when the said patents are granted, 'GLAU' would assign those patents to 'NRDC' for commercial exploitation.
10. All the expenses in obtaining the patent(s)/ design(s)/ copyright(s)/ trademark(s) etc. and maintaining in India on the invention(s)/ process(es)/ technology (ies) etc assigned to 'NRDC' shall be borne by 'GLAU'.
11. 'NRDC' agrees to take all measures in its control to oppose Indian Patent/ design/trademark application(s) filed by other parties which application(s) may be detrimental to the invention/ process/ product/ technology etc. assigned to 'NRDC' by 'GLAU' and 'GLAU' agrees to provide 'NRDC' all assistance in this regard. The cost involved shall be borne by 'GLAU'.
12. In the event of any of the aforesaid IPR(s) assigned to 'NRDC' being infringed and 'NRDC' initiating or instituting any legal proceedings, after due consultation with 'GLAU', to prevent such infringement, 'GLAU' agrees, if so required by 'NRDC', to render all assistance to 'NRDC'. The expenses in this regard will be shared in ratio of 50:50 between 'NRDC' and 'GLAU'. Similarly, the compensation awarded by the court will also be shared in the ratio of 50:50 by 'NRDC' and 'GLAU'.
13. In case 'NRDC' does not commercialise the assigned technologies within three years from the date of Assignment with 'GLAU', the parties shall meet and decide on the further course of action and if there are no immediate prospects of commercialization, the assigned technologies shall be reassigned to 'GLAU' and 'NRDC' shall not use the information relating to such technologies in any manner whatsoever, thereafter.



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14. Apart from the above mentioned services: '**NRDC**' will provide the following expert services on a mutually agreed terms and condition on case to case basis :
- 14.1 IPR Management: '**NRDC**' shall provide all the assistance for assessing patentability through Patent search for prior art
- 14.2 IPR awareness / Training programme: Organising one IPR awareness programme for one day to the faculty and students in the '**GLAU**'
- 14.3 Techno-commercial evaluation of Technologies: Evaluation of technologies developed by faculty and students for their commercial potential.
- 14.4 Market Research and Design Package : Creating Market Research (MR) and Basic Engineering Design Package (BEDP) for most prominent technologies developed by '**GLAU**'to increase the potential of technology transfer.
- 14.5 Linkages with Research funding organizations : '**NRDC**' shall assist faculty and students to get appropriate research funding from government departments such as DST, DBT, AICTE, etc. '**NRDC**' will assist in drafting proposals and their evaluation before submitting to appropriate funding organization.
- 14.6 Mentoring Services: '**NRDC**'shall provide hand holding and mentoring services through its panel of domain experts, and connect to advance laboratory facilities through its vast network of Labs, academic institutions and domain experts.
- 14.7 Facilitating industry visits of students: '**NRDC**' will facilitate industry visits/training of '**GLAU**'final year students in SMEs/Corporates.
- 14.8 Linking to Start-up India Mission : '**NRDC**' will facilitate '**GLAU**'to establish student and faculty start-up.'**NRDC**' shall provide suitable innovative technologies, give certificate for obtaining start up recognition, file patents under SIPP scheme of DIPP and link the students start-ups to appropriate funding agencies.
- 14.9 Incubation services : '**NRDC**' shall assist and facilitate **GLAU** in setting up of incubation centres in their campus. In this endeavour **NRDC** will guide '**GLAU**' in preparing the DPR, linking funding agencies and all the required hand-holding / mentoring.
- 14.10 Any other Techno-commercial services: If any other Techno-commercial services required by '**GLAU**'and they fall within the ambit of '**NRDC**' capabilities, '**NRDC**' shall provide those services on mutually agreed terms and conditions.



15. If either party fails to fulfill its respective obligations as set out in the previous clauses of this MOA, both parties shall urgently consult one another with a view to correcting the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, the other party may terminate this MOA by giving thirty (30) days advance notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to MOA which have been accrued prior to such termination.
16. Upon such termination as set out in Clause 15:
- (i) The licence(s) granted by '**NRDC**' shall continue for the period agreed between '**NRDC**' and the licensee(s) concerned. Thereafter such Technologies assigned to '**NRDC**' shall be reassigned to '**GLAU**'. '**NRDC**' also agrees not to grant any further licence(s) of the commercialised Technologies to any further party(ies). All amounts accrued for payment to '**GLAU**' by '**NRDC**' on the date of termination shall be paid by NRDC after closing of annual account of '**NRDC**'. As for payment accruing thereafter from such commercialised Technologies in respect of which licence(s) have already been granted by '**NRDC**' and subsisting on the date of termination of this MOA, '**NRDC**' will continue to remit them to '**GLAU**' as if the MOA is in full force and effect; and
- (ii) The Technology(ies) assigned to '**NRDC**' by '**GLAU**' which have not been commercialised by '**NRDC**' shall stand withdrawn and shall be reassigned to '**GLAU**'. Thereafter '**NRDC**' shall not use or cause other parties to use documents of such Technologies in any manner whatsoever.
17. A. (i) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this Agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be settled under the Rules of Delhi International Arbitration Center, New Delhi by Sole Arbitrator to be appointed out of the panel of arbitrators of Delhi International Arbitration Center (DAC) with the consent of all the parties failing which the aggrieved party shall approach the court of competent jurisdiction for the appointment of the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 (As amended/modified from time to time) and Rules framed thereunder for the time being in force (the Act) and the reference to arbitration shall be deemed to be submission within the meaning of the Act.



  
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**VICE-CHANCELLOR**  
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**MATHURA (U.P.)**

(ii) If however, any party does not make any claim or demand or raise any dispute or difference against the Other parties in terms of this clause within one year from the date on which such claim or demand arises, then it shall be deemed that the parties have waived and abandoned such claim or demand or the right to raise such dispute or difference against the other parties.

(iii) (a) The venue of the Arbitration shall be at Delhi International Arbitration Center at New Delhi.

(b) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

(c) The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this License Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

B. The High Court of Delhi at New Delhi and Courts subordinate to it shall have exclusive jurisdiction in all matters concerning this Agreement, including any matter arising out of the Arbitration Proceedings or any Award made therein.

18. This MOA is valid initially for five years from the date of signing but may be extended for further periods by mutual agreement in writing between the parties.

19. This MOA shall become effective on and from the date it is signed.




  
**PROF. DURG SINGH CHAUHAN**  
VICE-CHANCELLOR  
GLA UNIVERSITY  
MATHURA (U.P.)





IN WITNESS WHEREOF, both the parties herein set their respective hands and seals on the day, month and year first above written in the presence of following witnesses.

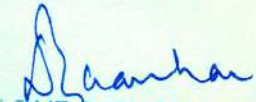
For and on behalf of  
National Research Development  
Corporation, New Delhi


  
(Dr. H Purushotham)  
Chairman & Managing Director  
**Dr. H. Purushotham**  
Chairman and Managing Director  
National Research Development Corporation  
New Delhi - 110048


1. Signature:   
Name: D.C. Joshi  
Address: NRD, New Delhi

2. Signature:   
Name: Amitabha Mishra  
Address: 

For and on behalf of  
GLA University, MATHURA

  
PROF. DURG SINGH CHAUHAN  
VICE-CHANCELLOR  
(Dr. Durg Singh Chauhan)  
Vice Chancellor  
GLA UNIVERSITY  
MATHURA (U.P.)  
VICE-CHANCELLOR  
WITNESSES:  
PROF. DURG SINGH CHAUHAN

1. Signature:   
Name: DR A.K. Gupta  
Address:  
**Dr. A.K. Gupta**  
Dean - Academic Affairs  
GLA University, Mathura (U.P.)

2. Signature:   
Name:  
Address:  
**Dr. S.V. Singh**  
Professor & Head, Dept. of Biotechnology  
GLA University, Mathura (U.P.), INDIA