



उत्तर प्रदेश UTTAR PRADESH

EF 552423

Memorandum of Understanding

This **Memorandum of Understanding (MOU)** is entered into this 10th day of October, 2019 by and between **GLA University**, 17km Stone, NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406, Uttar Pradesh, India. Hereinafter called as GLAU and/or the first party

And

United Overseas Patent Firm having its office at 52, Sukhdev Vihar, New Delhi - 110025 hereinafter referred as UOPF and/or the Second party

WHEREAS, GLAU, the first party, is a higher educational institute that was established in the year 1991 and was declared as a "Deemed to be University" under Section 3 of UGC Act 1956 in the year 2010.

WHEREAS, UOPF is a law firm dedicated towards protection and enforcement of Intellectual Property Rights, of which Mr. Sudarshan Kumar Bansal, Advocate and Registered Patent Agent is the proprietor.

WHEREAS, GLAU and UOPF have mutually agreed to execute this Memorandum of Understanding towards *inter alia* facilitating the incorporation of the IPR Cell in GLAU, imparting training on IPR laws to the faculty, administration, members and students of GLAU and towards the filings, prosecution, registrations, renewals, oppositions, revocations, cancellations, infringements, claims, appeals of IPR matters of GLAU and performance of any matters ancillary with or incidental thereto.

NOW THEREFORE, in consideration herein mentioned the parties accept the terms and conditions as mutually agreed and convey their acceptance.

J. K. Bansal

Singh

I. DEFINITIONS OF TERMS

1. In this Empanelment (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context requires otherwise:
2. The "GLAU" shall GLA University with its premises located in Mathura, India.
3. The "UOPF" shall mean United Overseas Patent Firm, the second party, whose Bid has been accepted by the GLAU and includes the Firm/Agency's legal representatives, his/her successors and permitted assignees.
4. The "WORK" shall mean and include all works to be executed, all items and things to be provided/ done and services and activities to be performed by the UOPF in accordance with the terms of this Memorandum of Understanding.

II. SCOPE OF WORK

The Scope of work shall encompass the following activities:

1. The UOPF will perform the work of drafting, filing, prosecuting, representing and appearing on behalf of the GLAU before various judicial, quasi judicial and administrative bodies in relation to matters involving Trademark, Patent, Design, Copyrights, Geographical Indications and other Intellectual Property Rights.
2. The projects shall be handled by the UOPF upon receipt of the relevant information and instructions in writing by the GLAU.
3. UOPF shall on a regular basis keep the GLAU informed of all the legal incidences, time frames, processes and developments involved in the matters assigned by GLAU to UOPF.

III. FEES

1. The UOPF shall be entitled to issue invoice against the GLAU in accordance with the fee schedule which has been accepted by the GLAU. Copy of the fee schedule containing the comprehensive fee structure of the UOPF towards its various Intellectual Property Rights related services is annexed herewith as **Annexure - A**.
2. The payment shall be remitted by the GLAU within a period of 30 (Thirty) days from the date of receipt of the invoice by the GLAU.
3. The service of invoice shall be made by the UOPF electronically through email, in addition to serving hard copy by courier/post to the GLAU. Provided that the service of invoice shall be deemed to completed upon receipt of the invoice by the GLAU through either electronic or physical delivery, or both.

IV. DURATION OF THE MOU:

The MOU shall be valid for a period of 05 (Five) Years from the date of its execution, which is extendable for a period as per mutual agreed. However, the MOU shall not exceed 10 (Ten) years on the same terms and conditions, including costs, from the date of commencement of work, the fee would be appraised and reviewed every one year by the designated authority of the GLAU.

V.K. Bama

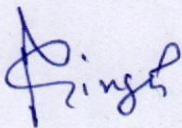
Singh

V. TERMINATION:

The GLAU shall be entitled to terminate the MOU before the schedule time by giving an advance notice of three (03) months only in case it does not find the performance of the UOPF to be satisfactory as per the parameters set out in the MOU of the contract or not in conformity with the terms and conditions of the MOU. In the event of premature closure of the contract, for reasons mentioned hereinabove, the security deposit shall be absolutely forfeited by the GLAU.

VI. DISPUTE RESOLUTION

Any dispute or difference arising out of or in connection with this MOU shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing MOU within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the GLAU. The decision of the arbitrator decision shall be final and binding upon the parties. The place of Arbitration shall be New Delhi .The Indian laws shall be applicable to the arbitration.



Ashok Kumar Singh
Registrar
GLA University
For and on behalf of
GLA University, Mathura, India

Witnesses:

1. Prof. Kamal Sharma / Kamal Sharma
2. Prof. Vishal Goyal / Vishal Goyal

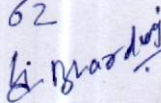
For United Overseas Patent Firm



Sudarshan Kumar Bansal
Advocate & Registered Patent Agent
Proprietor, M/s United Overseas Patent Firm
For and on behalf of
UOPF, New Delhi, India

Witnesses:

1. Anand Kumar
H.N. 15 Khizabad
Near N.F.C. New Delhi-25
2. Ganesh Shrivastava
G-247 Ambedkar
Nasir N.G-62





UNITED OVERSEAS PATENT FIRM

REGISTERED PATENT AGENTS

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Schedule of Charges

Annexure-A

| | Nature of Works | Official Fee in ₹ | Professional Fee in ₹ |
|----|--|-------------------|-----------------------|
| 1. | Drafting & filing application with complete specification along with Patentability search and all necessary forms including Fee of our Technical Team. | 8,000 | 31,500 |
| 2. | Patentability search (if, Complete Specification is not filed after search) | NIL | 6,500 |
| 3. | Request of Substantive Examination; if filed at later stage. | 20,000 | 5,000 (*) |
| 4. | Request of Early Publication; if filed at later stage. | 12,500 | 5,000 (*) |

(*) If instructions for filing Request of Substantive Examination and Request of Early Publication is provided at the time of filing of Complete specification, then no professional fee would be charged.

S. K. Bansal
Sudarshan Kumar Bansal
(Proprietor - United Overseas Patent Firm)
(Advocate & Registered Patent Agent)