MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MoU") is made and executed on this 27-02 2025 at Oriental College Technology, Bhopal

BY AND BETWEEN

ORIENTAL COLLEGE OF TECHNOLOGY, an educational institute incorporated under the laws of India, having its registered office at **Oriental Campus, Opp Patel Nagar, Raisen Road, Bhopal (M.P.) 462022** hereinafter referred to as "**OCT**" (Which expression unless repugnant and contrary to the context, shall mean and include its directors, administrators and assigns).

and

PNA Attorneys and Consultants (Operating as: PNA Intellectual Property & Technology Attorneys) herein referred to as **PNA**. PNA is a proprietorship firm owned by Mr. Prateek Shrivastava (an INDIAN national) with registered Office is located at 97, Tansen Nagar, Gwalior (MP), 474003, India; and Visiting Address is located at 305 Tansen Nagar, Gwalior (MP), 474003, India

OGI and PNA may be referred to herein individually as a "Party" and collectively as "Parties"

Whereas, PNA is a full-service (an ISO 9001:2015 certified) Intellectual Property boutique law firm based in Gwalior, India. PNA specializes in all forms of IP and provide services on all verticals including Patents, Trade Marks, Designs, Copyrights, Domain Names, and Transactional IP.

And whereas, to facilitate Intellectual Property Rights andEntrepreneurial activities on campus and foster student entrepreneurship, **OCT** and **PNA** have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the cooperation of the two institutions set out in the following sections.

PNA Intellectual Property
& Technology Attorneys

IT IS HEREBY AGREED by and between the parties here to as follows:

1. PURPOSE:

The objective of this MoU is to create an ecosystem and co-operation between the parties in the field of Intellectual Property Rights (IPRs). Further, the parties agree to achieve common objectives relating to IPRs, which inter-alia includes:

a. Create a conducive IP ecosystem for the first party and stakeholders thereof which are including but not limited to colleges, incubators, incubates, students, professors etc.
b. Promotion of public awareness of protection of IPRs.
c. Maintain a transparency throughout the enforceability of this MoU.

2. SCOPE OF CO-OPERATION:

2.1 The second party mentioned herein agrees to provide services in general in the field of IPRs which are including but not limited to the following:

a. Organising Webinars/Seminars in collaboration with the first party in the field of IPRs throughout the enforceability of this MoU.
b. Advising on queries received from the first party relating to IPRs.
c. Providing patentability opinions to the first party and stakeholders thereof.
d. Drafting of patent applications (provisional, complete, divisional, patent of addition etc.)
e. Filing of IPR applications (Patents, Trademarks, Designs, Copyright, and Geographical Indications).
f. Prosecution related services of IPR applications (Patents, Trademarks, Designs, Copyright, and Geographical Indications).
g. Annuity Management.

3. START-UP:

3.1 The Second Party mentioned herein above also agrees to extend their services on a pro-bono basis for the Department for Promotion of Industry and Internal Trade (DPIIT)

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recognized start-ups under the Start-up India Intellectual Property (SIPP) facilitation scheme till the time of the enforceability of the said SIPP scheme. Further, the second party also agrees to assist the first party and stakeholders thereof in getting their entity registered as a partnership firm, LLP, and Private Limited Firm and get their entity recognized as a DPIIT registered start-up.

3.2 About SIPP scheme: The scheme was launched by the Government of India which facilitates the Start-ups to file application for patents, design and trademarks through registered facilitators in appropriate IP offices by paying only the ***Government/Official*** fee. As of now, the said scheme is applicable till March 2023.

3.3 The second party (PNA) agrees to provide the following services, on a pro-bono basis, for DPIIT recognized start-ups:

a) Patents:

- General advisory on patents to start-ups.
- Assistance in filing and disposal of the patent application.
- Drafting of specification for inventions of start-up.
- Preparing and filing responses to examination reports and other queries, notices or letters by the IP office.
- Appearing on behalf of start-up at hearings, as may be scheduled.
- Contesting opposition, if any, by other parties, and
- Ensuring final disposal of the patent application.

4. ENFORCEABILITY:

The said MoU will enter into the force on the day following the date of its signature for duration of **three years**, with an aim to being renewed, subject to the Parties' mutual agreement.

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Office Seal
Campus
Patel Nagar
Raisen Road,
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5. CONFIDENTIALITY:

5.1 The Parties acknowledge that the existence and all the terms of this Agreement including any amendment to this agreement / any separate agreement to be executed hereinafter and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information.

5.2 Both the parties hereby undertake that they shall not at any time during the continuance in force of this Agreement or any time later divulge any information in relation to the other party's affairs or activities especially to any third party nor disclose such information to any third party except as may be required in carrying out the terms of this Agreement hereto solely and/or for the purposes of rendering services pursuant to this Agreement and shall only be so provided with the prior written consent of both the Parties.

6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS:

6.1 All Parties agree to respect each other's rights to intellectual property. All proprietary information, copyrights, trademarks, trade names, logos and any other intellectual property of each Party shall remain the exclusive property of that Party only.

6.2 Except as expressly provided herein or otherwise in writing by both Parties, this MOU does not grant or authorize either Party any ownership rights or interest in the other Party's trade name, trademarks or copyrights, or any intellectual property work.

7. TERMINATION AND AMENDMENT:

7.1 The parties hereby agree that this MoU may be terminated by giving a prior written notice at least three months in advance before the date of termination. However, any activities which is being conducted under this agreement or any separate agreement shall continue to be conducted by the Parties notwithstanding the termination and in respect of those activities termination shall take effect only upon the completion of those activities.

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7.2 Any amendments and/or modifications of this MoU, made by mutual agreement between the Parties, shall be submitted for prior approval of the delegated authorities of the Parties.

7.3 Either party may terminate this MoU at any time by issuing/giving at least 90 calendar days' written notice to the other party. The early termination of this MoU will not affect the completion of any co-operation measures that were agreed for on-going projects whilst it was in force.

Signatures	27/02/25	27/02/25
Name	**Mr. Prateek Shrivastava**	**Dr K. K. Dwivedy**
Title	Founder/Director PNA Attorneys and Consultants (Operating as PNA Intellectual Property & Technology Attorneys)	Director, Oriental College of Technology, Bhopal
Signatures		27/2/25
Witness Name	**Mr. Anmol Shrivastava**	**Dr Rajesh Ku Nigam**
Title	Partner PNA Attorneys and Consultants (Operating as PNA Intellectual Property & Technology Attorneys)	Head, AIML Oriental College of Technology, Bhopal

Director
Oriental College of Technology
Patel Nagar, Ratibad, Bhopal