

Memorandum of Understanding

This Memorandum of Understanding (MoU) entered into this 24th day of May, 2023 **BETWEEN Technology Information, Forecasting and Assessment Council (TIFAC)** an autonomous body under Department of Science and Technology and registered as a Society, having its Registered Office at **A1 Block, 5th Floor, Technology Bhawan, New Mehrauli Road, New Delhi-110016** (hereinafter called 'TIFAC' which expression shall include its successors in interest/business and permitted assigns) of the **ONE PART; AND Sharda University, Greater Noida**, established since 1996, having its Registered Office at **Plot No.32-34, Knowledge Park III, Greater Noida, U.P.-201310**, (hereinafter called 'SU' which expression shall where the context so admits, include its constituents successors, permitted assigns) of the **OTHER PART**.

Whereas Technology Information, Forecasting and Assessment Council (TIFAC) is a technology think tank specializing in technology information services, foresight exercises, innovation support, technology demonstration programmes, training and capacity building in the area of intellectual property rights and IP Management.

WHEREAS Sharda University, an academic institution of higher learning having 14 schools of studies, outstanding faculty, world class teaching standards, and innovative academic programmes is dedicated to excellence in teaching and research.

WHEREAS 'TIFAC' and 'SU' recognize the respective strengths of the two organizations and accordingly agree to cooperate in the area of education, research and training particularly in the areas of Innovation Management, Intellectual Property Rights and Technology Transfer and related policy studies.

Therefore, TIFAC and SU agree to establish a programme for academic cooperation in areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MoU). TIFAC and SU agree:

- a) to exchange information on research, educational and training programmes,
- b) to exchange information on teaching, learning material and other literature relevant to their educational, research and training programmes,
- c) to jointly organize short-term, long-term, continuing education programmes as well as training programmes on topics of mutual interest particularly in the area of intellectual property rights, technology transfer and patent engineering for academia, industry, scientific and startup community
- d) to jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein,



- e) to jointly propose and engage in research or training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein,
- f) Any other activities which may be agreed upon including collaborating with other national and international agencies and individuals on mutual agreement on case-to-case basis.

TIFAC and SU agree that detailed terms and conditions that guide each activity identified above, if required, will be separately agreed upon by the two institutions by signing the implementing agreement for each activity. Implementing agreement shall include a description of proposed activity and financial arrangements viz-fee, benefit sharing etc.

Parties shall not assign any rights and obligations arising out of the IPR generated from activities carried out under the MoU to any third Party without consent of the other party. All Confidential Information shall remain the exclusive property of the disclosing party. Ownership of any and all background information and as well as background Intellectual Property Rights shall continue to remain with respective parties. However, parties shall utilize the each other's background information and Intellectual Property Rights for the purposes of joint program executed under this MoU.

Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU; it would generally be owned jointly. However, in specific cases implementation agreement would be governing the ownership of foreground information and Intellectual Property.

During the implementation of said courses any action or use of any IP of third party, knowingly or unknowingly by party or parties results in infringement or attract any penalty or damage will be considered wrongful use of IP, party/parties who does wrongful use of IP indemnifies other party/parties from such damages.

Each institution shall appoint one member of it to coordinate the activities under this MoU on its behalf. The coordinator, thus appointed, will periodically review and identify ways to strengthen cooperation between the two institutions.

This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for five years, and may be continued thereafter after suitable review and agreement.

Either institution may terminate the MoU by giving written notice to the other institution six months in advance. However, TIFAC and SU will ensure that all activities in progress are allowed to complete successfully.

Should there be a dispute relating to any aspect of academic cooperation, Executive Director, TIFAC and Vice Chancellor SU will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

This MoU does not constitute a legal or contractual obligation on the part of either party. It reflects an arrangement that is currently satisfactory to the parties

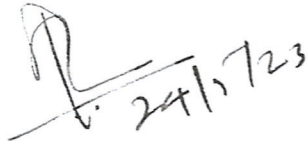
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involved. The parties agree to negotiate amendments to this MoU as needed to meet evolving requirements

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

**For and on behalf of Technology,
Information Forecasting and
Assessment Council (TIFAC)**

By:



Name: Prof. Pradeep Srivastava

Title: Executive Director, TIFAC

Dr. Pradeep Srivastava
Executive Director
TIFAC
New Delhi

Place and Date: New Delhi 24-05-2023

**For and on behalf of Sharda
University (SU)**

By:



Name: Dr. Sibaram Khara

Title: Vice Chancellor, SU

Vice-Chancellor
Sharda University
Plot No 32-34, Knowledge Park-III
Greater Noida - 201310 (U.E)

Place and Date: New Delhi 24-05-2023

Witness.

1. Somyeeta Nagar Swaps
Scientist F

2. [Signature]
(Incharge F&A)

Witness.

1. [Signature]
CAUNASH KUMAR
Head, TPR cell

2. [Signature]
Dr. BHARNESH KUMAR
Dean Research
Sharda Univ