



राजस्थान RAJASTHAN

Research Collaboration Agreement

S 445558

This Research Collaboration Agreement ("RCA") is made as of the day of 2024 ("Effective Date").

BY AND BETWEEN

Malaviya National Institute of Technology Jaipur, a statutory body constituted as an Institute of National Importance through an Act of Parliament, Ministry of Education, Government of India, functioning at its premises at Jawahar Lal Nehru Marg, Jhalana Gram, Malaviya Nagar, Jaipur, Rajasthan represented by the Director, MNIT JAIPUR (hereinafter referred to as 'MNIT Jaipur') which expression shall where the context so admits includes its successors in interest and permitted assigns as First Party.

AND

National Institute of Ayurveda, Jaipur, an autonomous organization under the Ministry of AYUSH, Government of India at Jorawar Singh Gate, Madhav Vilas Amer Road Jaipur, Rajasthan represented by the Vice Chancellor, NIA (DU) Jaipur (hereinafter referred to as 'NIA Jaipur'). NIA was conferred the Deemed to be University status under De novo category. It is the First Central government funded institute to be declared as Deemed to be University in the field of Ayush. This feather in cap achievement came as recognition of NIA having 175 years of legacy and for promoting the growth and development of Ayurveda as a model institute with high standards of Teaching, Training, Research, and Patient Care with a scientific outlook to the knowledge of Ayurvedic system of healthcare.

[Signature]

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“MNIT JAIPUR” and “NIA, Jaipur” will individually be referred to as a ‘Party’ and collectively as ‘Parties’.

RECITALS:

WHEREAS:

1. NIA, Jaipur is a apex Institution devoted to Education, Training, Healthcare and Research in Ayurveda.
2. NIA, Jaipur is interested to collaborate with MNIT JAIPUR for pursuing Research & Development Projects (R&D) in the area of Research and Collaboration.
3. MNIT JAIPUR is a premier academic and research institute established by the Government of India and has the expertise and facilities to carryout R&D studies in the said area.

In consideration of the above recital sand the mutual benefits to derive hereafter, the Parties agreed to enter into an agreement as follows:

1. Scope& Objective for NIA, Jaipur & MNIT Jaipur

The scope of the parties' activities may include:

- a) Partnering and supporting each other through joint research initiatives and participation in nationally and internationally funded projects.
- b) Organization of joint academic and scientific activities, such as lectures, conferences, seminars, workshops, symposia and training programs, investigations related with analytical study, drug characterization, development of suitable instruments to add therapeutics/ pharmaceuticals and development of herbal garden at MNIT, Jaipur,
- c) Visit of Faculty/staff/students in the area of mutual interest.
- d) Exchange of scientific, technical, and academic information as per respective norms of both institutions.
- e) Joint Supervision of Undergraduate, postgraduate, PhD students and other interdisciplinary courses.
- f) Any other collaborative efforts the parties consider being appropriate from time to time.
- g) To work jointly in the area of Bio-informatics.
- h) Any other area of mutual interests.

2. Obligations& Responsibility of the Parties

Both institutions MNIT Jaipur and NIA, Jaipur will support each other's endeavors in academic programmes and research activities as per **Scope and Objective** of this RCA.

3. Ownership of Intellectual Property

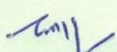
3.1. Terms used herein within initial capital letters shall have the respective meanings set forth below. The definitions of terms herein shall apply equally to this RCA and any amendment or Annexures added later on.

- a) **"Intellectual Property"** or **"IP"** shall mean all ideas, inventions (whether patentable or not), trademarks, design, trade secrets, formulas, processes, schematics and other technical reports, specifications, databases, transferable copyright, tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-show, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, composition, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, designs, design processes, any documentation of research, results, testing, schematics, diagrams, product specifications and works of authorship.
- b) **"Intellectual Property Rights"** shall mean any and all rights in and to the Intellectual Property listed.
- c) **"Background IP"** shall mean any Intellectual Property exclusively owned by each Party and which is created prior to this RCA.
- d) **"Foreground IP"** shall mean any and all Intellectual Property, either completed or developed in part, developed by either Party (alone or jointly with the NIA, Jaipur) during the Project and under the terms of this RCA. For the avoidance of doubt, Foreground IP shall not include Intellectual Property that is developed by either Party outside of the Project and is not related either to the Project or this RCA.

3.2. The Parties recognize and acknowledge that the ownership of the background IP belonging to each Party prior to this RCA will exclusively belong to that respective Party.

3.3. Any IP developed solely by a Party under the project (**"Sole Foreground IP"**) shall be the sole property of that respective Party.

3.4. Any IP generated as a result of the joint efforts of the Parties under the project (**"Joint Foreground IP"**) will be the joint property of MNIT JAIPUR & NIA, Jaipur. If such discovery is patentable, the patents will be jointly filed by the MNIT JAIPUR & NIA, Jaipur. The cost of filing IP in India will be equally shared between MNIT JAIPUR and NIA, Jaipur. Both the parties will decide in which all countries it wishes to file IP protection and will take lead and equally bear full cost of filing IP in countries outside India. All such IP shall be filed in joint name of MNIT JAIPUR and NIA, Jaipur. Parties will enter into revenue sharing agreement for commercialization of such joint IP for "all the countries jointly" or "each country separately" at a later date. In case,



NIA, Jaipur decides not to proceed for such patent filing outside India or decides to discontinue the maintenance of such filing in foreign jurisdiction then MNIT JAIPUR shall have the right to take over such patent filing and maintenance at its discretion and MNIT JAIPUR shall be free to license such IP to third parties within/outside the domain of NIA, Jaipur and share the revenue as mutually agreed with NIA, Jaipur.

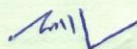
- 3.5. The costs of filing, renewal, maintenance and prosecution within India of Joint Foreground IP will be borne jointly by MNIT JAIPUR and NIA, Jaipur unless the exclusive license is obtained by NIA, Jaipur whereupon all the costs will be exclusively borne by NIA, Jaipur for the duration of the license. The costs of filing, renewal, maintenance, and prosecution outside India of Joint Foreground IP shall be borne by NIA, Jaipur.
- 3.6. If the Joint Foreground IP is not put to use by NIA, Jaipur within 2 years of entering into license agreement, MNIT JAIPUR shall have the right to license it to third party and share the royalty/revenue equally with NIA, Jaipur.
- 3.7. The Parties shall mutually agree upon filing applications to patent the Joint Foreground IP. If one Party does not agree upon the filing of patents within a period of three (3) months from the date of intimation on the coming into existence of Joint Foreground IP, the NIA, Jaipur may proceed with the filing of the Patents in the joint names of the Parties and recover the proportionate costs relating to the Patents filing, renewal and maintenance.

4. Confidentiality Obligation

Each Party shall keep confidential and not use for any purpose not contemplated here under all proprietary information disclosed by the other Party, directly or indirectly. Any discoveries, inventions or know-how resulting from the project shall be kept confidentially for a period of three (3) years from the date of termination of this RCA, except as authorized in writing by other Party or provided herein.

5. Publication

- 5.1. NIA, Jaipur recognizes that under its policy, the MNIT JAIPUR shall have the right, at its discretion to release information or to publish any material resulting from there search, provided that such material does not include any NIA, Jaipur Confidential Information and that such publication would not disclose or otherwise jeopardize any potential patent rights, in technology developed here under.
- 5.2. MNIT JAIPUR shall furnish NIA, Jaipur with a copy of any proposed publication, including any student thesis or dissertation to be made public, that includes information developed under this RCA. Within fifteen (15) days of receipt, NIA, Jaipur shall notify the MNIT JAIPUR in writing if such proposed publication includes NIA, Jaipur Confidential Information or is related to any potential patent rights. If no communication is received within such time, it shall be deemed as approved for




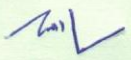
publication. NIA, Jaipur may request the MNIT JAIPUR to delay publishing such proposed publication for a maximum of twenty-one (21) from its receipt of the proposed publication in order to protect the potential patentability of any invention described therein.

- 5.3. NIA, Jaipur will be given full credit and acknowledgment for any support provided to the MNIT JAIPUR in any publication resulting from this RCA, unless requested otherwise by NIA, Jaipur.

6. Duration of RCA and Termination

- 6.1. This RCA shall commence on the Effective Date mentioned on the first page of the RCA and shall run for the project period **of 3 Years**.
- 6.2. This RCA may be terminated if both Parties agree for premature termination and the project accounts are settled. However, the confidentiality obligations, provisions of IP rights, dispute resolution shall survive the term and termination of this agreement.
- 6.3. NIA, Jaipur can terminate all or any part of this RCA at any time and for any reason by giving written notice to MNIT JAIPUR, such termination to be effective thirty (30) day safter the date of such notice.
- 6.4. MNIT JAIPUR may terminate all or any part of this RCA at any time and for any reason by giving written notice to NIA, Jaipur, such termination to be effective thirty (30) days after the date of such notice.

7. Miscellaneous Provisions:

- 7.1. **Notices:** Notices or other communications required to be given in implementing the RCA shall be in writing and may be delivered personally or sent by registered mail. The dates on which notices shall be deemed to have been effectively given shall be determined as effective date on the delivery.
- 7.2. **Force Majeure:** Any delay or failure in performance by either Party to this agreement, shall not constitute default hereunder to give rise to any claims for damages against said Party, if any, to the extent caused by matters beyond the control of said Party including but not limited to acts of God, Fire, Flood, Earth Quake, Pandemics, Epidemics, Government Restrictions, Strikes, Lock outs or other concerted acts of workmen, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, civil commotion and criminal acts of third persons. If the work is delayed by such force majeure, then upon the happening of such delay, either Party within 14 days of the happening of such event, shall give notice in writing to the other Party requesting for extension of time indicating the period for which extension is desired and the Parties may arrive at a reasonable extension of time.
- 7.3. **Name, Logo Trademark:** The parties shall not use the name or trademark of the other party to this Agreement without their prior written consent.
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7.4. Assignment: This Agreement shall not be assignable by either party without the express written consent of the other party.

7.5. Entire Agreement: Each party accepts the terms and conditions set out in this Agreement as above by signing below. This constitutes the entire agreement that supersedes all previous proposals, oral or written, and all other communication or understanding between the parties relating to the subject matter of this Agreement. Any modification or amendment is valid only if it is agreed in writing by both the Parties.

7.6. Governing laws and Dispute Resolution: This RCA shall be governed by laws of India. Any dispute relating to this Agreement which could not be amicably settled between the Parties within 45 days (whether or not by help of head of the institution/organization or their respective nominees), shall be referred to a single arbitrator under The Arbitration and Conciliation Act 1996 and the amendments thereof. The place of arbitration shall be Jaipur, India and the Language of Arbitration shall be English. The Parties agree to submit to the laws of India and exclusive jurisdiction of the Courts of Jaipur, India.

7.7. Disclaimer:

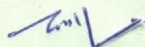
In case of Consultancy neither NIA, Jaipur itself nor its employees shall disclose the same to any third party without the written consent of MNIT JAIPUR. MNIT JAIPUR never claims that its report is the only findings to be relied upon. Decisions taken based on the report shall always be construed as decisions of NIA, Jaipur and MNIT JAIPUR shall not be held responsible or liable in any manner whatsoever.

In case of structural design or any other design vetting, scope of MNIT JAIPUR is limited to confirmation of proposed design or minor improvements. The suggestions given by the MNIT JAIPUR are based on information provided by NIA, Jaipur. It is NIA, Jaipur responsibility to get correct soil test report. The execution and consequence of construction is always out of the scope of MNIT JAIPUR and MNIT JAIPUR shall not be held responsible or liable in any manner whatsoever.

In case of certification, scope of MNIT JAIPUR is limited to confirmation of submitted report and MNIT JAIPUR shall not be held responsible or liable in any manner whatsoever.

7.8. Indemnity: Neither Party shall give derogatory/defamatory statement against the other Party in public. On happening of such event, the responsible Party will indemnify the other Party against all direct, indirect and consequential losses.

In Witness thereof the **Parties** have executed the RCA on Effective Date as mentioned in first page.



<p>Malaviya National Institute of Technology Jaipur Rajasthan</p> <p>Signature: <i>(Signature)</i> Name: Prof. N.P. Padhy Title: Director, MNIT Jaipur</p>	<p>National Institute of Ayurveda, Jaipur Rajasthan</p> <p>Signature: <i>(Signature)</i> Name: Prof. Sanjeev Sharma Title: Vice Chancellor, NIA, Jaipur.</p>
<p>Witness</p> <p>Signature: <i>(Signature)</i> Name: Title: Prof. Dileep Sharma Dean International & Alumni Affairs</p>	<p>Witness</p> <p>Signature: <i>(Signature)</i> Name: Title:</p>