

Memorandum of Understanding
Between



Malaviya National Institute of Technology Jaipur, Rajasthan

Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur, Rajasthan 302017

and



RADOX ENGINEERING

Radox Engineering Private Limited

Regd. Address:- 3/93, Malviya Nagar, Jaipur (Rajasthan)-302017

Sales Office Add. - FF-15, Green Park, Near Gyan Vihar University, Jagatpura, Jaipur,
Rajasthan 302033

Factory Add. - 282/154 Heerawala Industrial area, Kanota, Jaipur, Rajasthan-303012

Academic & Research Collaboration Agreement

This **Academic & Research Collaboration Agreement** (“ARCA”) is made as of the day of 2024 (“Effective Date”).

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 Dean, International & Alumni Affairs, 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

Radox Engineering Private Limited a company incorporated under the Indian Companies Act, 2013 and having its registered office at Malviya Nagar Jaipur and sales office at Jagatpura, Jaipur (herein referred as REPL) represented by Mr. Saurabh Shukla, Director of REPL Jaipur which expression shall where the context so admits includes its successors in interest and permitted assigns as Second Party.

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

RECITALS:

To strengthen industry academia collaboration and build youth employability by organising student engagement programmes and connecting students with industry experts and enhancing the theoretical/ fundamental understanding/skills of the employees of REPL. REPL will sponsor each year a minimum of **FIVE (05)** candidates on full time basis for admission to the **M. Tech. program in Petrochemicals and Polymer Technology (PC&PT)** at MNIT Jaipur during the period of MOU.

WHEREAS:

1. REPL Jaipur is a manufacturer of Industrial Engineering Equipment & Machineries. It delivers Projects on turnkey basis for Bioethanol, Biodiesel, Dairy, Liquid Glucose, Malto Dextrin Powder, High Fructose Syrup, DDGS & Gluten Dryer. REPL delivers an array of Process & Project engineering services for industrial projects from front end Engineering Design to operation of process plant with the best Engineering capabilities of improving their clients facilities to increase plant capacity and utilization, reduce energy consumption and maintenance costs, and meet stringent environmental and emission standards.
2. REPL JAIPUR provides training at various levels, in different aspects of human habitat and environment.
3. REPL JAIPUR is interested to collaborate with MNIT JAIPUR for pursuing a Research & Development Project (R&D) in the area of Research and Academic Collaboration for human resource development.
4. MNIT JAIPUR is a premier academic and research institute established by the Government of India and has the expertise and facilities to carry out R&D studies in the said area.

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

1. Scope & Objective for REPL JAIPUR & MNIT Jaipur

- a) REPL Jaipur is interested to enhance the skills of its employees by sponsoring them for admission to M.Tech. in Petrochemicals and Polymer Technology (PC&PT) at Chemical Engg. Dept., MNIT Jaipur.
- b) Partnering and supporting each other through joint research initiatives and participation in nationally and internationally funded projects.
- c) Organization of joint academic and scientific activities, such as lectures, conferences, seminars, workshops, symposia and training programs.
- d) Visits of faculty/staff/students in the area of mutual interest
- e) Exchange of scientific, technical and academic information as per respective norms of both institutions/ organizations.
- f) Joint supervision of postgraduate and PhD students.
- g) Any other collaborative efforts the Parties consider being appropriate from time to time.

2. Obligations & Responsibility of the Parties

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

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 ARCA 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-how, 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 ARCA.
 - 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 NAME OF INSTITUTE/ UNIVERSITY/ INDUSTRY) during the Project and under the terms of this ARCA. 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 ARCA.
- 3.2. The Parties recognize and acknowledge that the ownership of the background IP belonging to each Party prior to this ARCA 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 & REPL JAIPUR. If such discovery is patentable, the patents will be jointly filed by the MNIT JAIPUR & REPL

JAIPUR. The cost of filing IP in India will be equally shared between MNIT JAIPUR and REPL JAIPUR. REPL JAIPUR will decide in which all countries it wishes to file IP protection. REPL JAIPUR will take lead and bear full cost of filing IP in countries outside India. All such IP shall be filed in joint name of MNIT JAIPUR and REPL 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 REPL 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 REPL JAIPUR and share the revenue as mutually agreed with REPL 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 REPL JAIPUR unless the exclusive license is obtained by REPL JAIPUR whereupon all the costs will be exclusively borne REPL 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 REPL JAIPUR.
- 3.6. If the Joint Foreground IP is not put to use by REPL 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 REPL 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 REPL 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 hereunder 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 ARCA, except as authorized in writing by other Party or provided herein.

5. Publication

- 5.1. REPL 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 the research, provided that such material does not include any REPL JAIPUR Confidential Information and that such publication would not disclose or otherwise jeopardize any potential patent rights, in technology developed hereunder.

5.2. MNIT JAIPUR shall furnish REPL JAIPUR with a copy of any proposed publication, including any student thesis or dissertation to be made public, that includes information developed under this ARCA. Within fifteen (15) days of receipt, REPL JAIPUR shall notify the MNIT JAIPUR in writing if such proposed publication REPL 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 REPL JAIPUR may request the MNIT JAIPUR to delay publishing such proposed publication for a maximum of twenty-one (21) days from its receipt of the proposed publication in order to protect the potential patentability of any invention described therein.

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

6. Duration of ARCA and Termination

6.1. This ARCA shall commence on the Effective Date mentioned on the first page of the ARCA and shall run for the period of **3 Years**.

6.2. This ARCA may be terminated if both Parties agree for premature termination. However, the confidentiality obligations, provisions of IP rights, dispute resolution shall survive the term and termination of this agreement.

6.3. REPL JAIPUR can terminate all or any part of this ARCA at any time and for any reason by giving written notice to MNIT JAIPUR, such termination to be effective thirty (30) days after the date of such notice.

6.4. MNIT JAIPUR may terminate all or any part of this ARCA at any time and for any reason by giving written notice to REPL 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 ARCA 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.

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 ARCA 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 REPL 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 REPL 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 REPL JAIPUR. It is REPL JAIPUR's 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.

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

Malaviya National Institute of Technology, Jaipur Signature: <u>Dilip Sharma</u> 27/02/2025 Name: PROF. DILIP SHARMA Title: Dean (I&AA)	Radox Engineering Private Limited Jaipur Signature: <u>Saurabh Shukla</u> Name: Saurabh Shukla Title: Director 27/02/25
Witness 1. Signature: <u>Sushant Upadhyay</u> 27/02/25 Name: Dr. Sushant Upadhyay Title: Head (Chemical Engrg.) 2. Signature: <u>Preeta Jain</u> 27/02/2025 Name: Dr. Preeta Jain Title: Associate Dean (IA)	Witness 1. Signature: <u>Lavina Jiyani</u> Name: Lavina Jiyani Title: HR (Mgt) 2. Signature: <u>Gaurav Giri Goswami</u> Name: Gaurav Giri Goswami Title: Ugr (Procurement)