

Memorandum of Understanding

between



Gujarat University

Oldest state government university,
established under the Gujarat University Act 1949
at Ahmedabad, Gujarat
(Henceforth, to be referred as GU)

and



Since 1970

Y. J. Trivedi & Co.

PATENT & TRADE MARK ATTORNEYS & ADVOCATES
INDIA

A leading IPR Law firm at Ahmedabad, Gujarat
(Henceforth, to be referred as YJT)

For the purpose of exchange of knowledge between startups, entrepreneurs,
innovators and mentors, and engaging in activities aligned with objectives of both
organisations

This Memorandum of Understanding is made between

Gujarat University, Ahmedabad, an University incorporated under the Gujarat University Act 1949 of the State Government having its address at Navrangpura, Ahmedabad -380009 (hereinafter referred to as GU which expression shall, unless it be repugnant to the subject or context thereof, include its legal representatives and permitted assigns) of the **First Party**;

and

YJ Trivedi & Co., a leading IPR Law firm, having its address at 2nd floor, City Square building, opp. Kashiram hall, University Road, Ahmedabad, Gujarat- 380015 represented by its senior partner Ms. Gopi Jatin Trivedi (hereinafter referred to as YJT which expression shall, unless it be repugnant to the subject or context thereof, include its legal representative and permitted assigns) of the **Second Part**;

The Parties of the First part and Second Part are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**"

WHEREAS

- (A) GU has established Gujarat University Startup and Entrepreneurship Council (GUSEC) to support startups, entrepreneurs and innovators in Gujarat, and facilitates the promotion of a culture and spirit of entrepreneurship and innovation across the University ecosystem affecting large number of students and faculty.
- (B) YJT is a leading law firm in Ahmedabad and providing IPR related services since 1970 and it provides extensive expertise services in all areas of Intellectual Property Rights. GU desires to avail the services of the law firm YJT and YJT agrees to provide services on the terms and conditions agrees as under:

SCOPE OF WORK:

Under this MoU, YJT shall be providing the following services to students, faculties of Gujarat University and startups of GUSEC:

- (a) IPR awareness and allied support services and advice to incubated startups;
- (b) Provide advice and assistance for prosecution of patent application including filing of patent application and/or application for registration of Trademark, Copyright, Designs etc;
- (c) Provide guidance in the drafting and finalization of IPR Policy as part of Gujarat University Startup & Innovation policy.
- (d) The member of YJT appointed to IPR Scrutiny Committee as per the guidelines of the Student Startup and Innovation Policy of Government of Gujarat shall attend meetings and provide support and legal assistance to the IPR Scrutiny Committee as and when required..
- (e) Provide any further services as may be mutually agreed between the parties.

In addition to the above operational guidelines, both parties agree that:

1. The engagement of GU with YJT for all assignments shall be through GUSEC as a nodal interphase between both organizations.
2. For smoother functioning, YJT shall appoint a nodal officer for its interactions with GUSEC.
3. This MoU creates no binding on either party to engage into any specific assignment without mutual consent form both sides.

4. Each party agrees to serve the cause of the MoU with best intentions and unconditionally agrees to indemnify the other against any liability resulting due to inefficiency in upholding the scope of work it is expected to cater to as per the ToR and subsequent terms of agreement, if any.
5. By signing this MoU both parties agree to maintain confidentiality of information exchanged between them for any purpose.
6. Either party shall not release any part of the research work to any third party without getting explicit written consent from the other.

TERMINATION:

This arrangement shall be in effect for one year from date of signing the MoU and may be terminated by any party hereto by giving one month's prior notice to the other without assigning any reason and on the expiry of the said period from receipt of the notice this arrangement shall stand terminated except in respect of matters which are already entrusted to YJT and are in the process of completion.

GENERAL:

All documents signed, faxed or emailed shall be treated as valid and permissible and integral component of this arrangement.

OTHER:

In case of any disagreements between both the organizations, same shall be gracefully resolved using assistance from the apex officers of both organization. Any dispute that arises shall be put in front of a Joint Committee consisting of Partner of YJT and Vice-Chancellor of Gujarat University for its resolution, and their decision shall be final and binding to both organizations.

Witness whereof, the institutions here to have appended their signatures:



Dr. Piyush Patel
Registrar (I/c)
Gujarat University



In the witness of:



Dr. Rakesh Rawal
Director
GUSEC



Ms. Gopi Jatin Trivedi
Sr. Partner
Y. J. Trivedi & Co.



Ms. Deepali Paun
Sr. Associate-Patent
Y. J. Trivedi & Co.

Place: Ahmedabad

Date: 22nd November, 2018