

Memorandum of Understanding

Gujarat University

(GU)

Navrangpura, Ahmedabad-380009, India



And

Wave Analytical & Research Center



201 to 204, Shree Rang Sky Way, SP Ring Road, Nana Chiloda,
Ahmedabad-382330, India.

Memorandum of Understanding

This AGREEMENT is entered into on

between:

Wave Analytical & Research Center, 201 to 204, Shree Rang Skyway, SP Ring Road, Nana Chiloda, Ahmedabad, Gujarat- 382330, India.

And

Gujarat University (GU), a premier State University, located at Navrangpura, Ahmedabad-380009.

Wave Analytical & Research Center and GU have been individually referred to as 'PARTY' and collectively called 'PARTIES' hereafter.

Wave Analytical & Research Center is situated at Ahmedabad, India that provides a comprehensive range of Analytical Support Services to Pharmaceutical, Food, Cosmetics, Herbal, Beverage Industries as well as Analytical Testing Services for Water, Soil, Spices, Dairy Products, Oils, Chemicals, Nutrition etc. across the globe. Moreover, Wave Analytical & Research Center is associated with several educational institutes where we provide guidance and technical facilities to research scholars and students. Our highly educated and well experienced team of Researchers, Analytical lab technician & trouble shooting experts along with advanced technologies and modern analytical equipment enhances our capability as an integrated service provider & enables us to deliver high speed quality testing services to our clients which ultimately helps them to achieve the utmost fame. Wave Analytical & Research Center follows global standards and working with "Customer Centric Attitude". We are continuously updating our quality standards, internal processes, team management and technical skills in order to provide the best services to our clients. Wave Analytical & Research Center is determined and focused about delivering accurate and precise results which ensuring the health of society.

Gujarat University (GU) was established on 23rd November 1949 as a state University at Ahmedabad under Gujarat University Act 1949 of the state government. It is an affiliating university for under-graduate, post-graduate and research level courses. It also encourages novel courses, research ideas and established a council, named **Gujarat University Start-up and Entrepreneurship Council** (GUSEC) in the campus at Ahmedabad. GU is going to developed high end sophisticated instrument facility at Dr. APJ Abdul Kalam Centre for Extension, Research and Innovation (CERI). The department of Chemistry having and at present facility of In-silico study and all basic facility for research, in addition to that, the going to get well equipped research center (Five floors building with all sophisticated analytical instrument facility). As a premier university, GU strives to accommodate novel ideas and innovative strategy in teaching and encourages high impact research in various scientific disciplines to cater emerging challenges of academic endeavors, research and development.

Association of Wave Analytical & Research Center and GU for Innovation and Entrepreneurial Ecosystem

All Parties are agreeing to encourage the following activities:

1. Create an ecosystem that stimulates innovative/novel ideas.
2. Develop incubation centre(s) and technology laboratories/research station for novel, innovative and value added products, process or service particularly in areas of advances in Chemistry, Life Sciences, Microbiology, Biotechnology, Nanotechnology, Bioinformatics and renewable energy sectors.
3. GU and Wave Analytical & Research Center will work to develop Wave Analytical & Research Center-GU entrepreneurship incubation center and a research laboratory research station to contribute and cater the above mentioned areas.
4. Help entrepreneurs in different stages of their entrepreneurial journey, particularly at the stages of grooming and ideation, screening of business proposals/projects and also selection of project proposals that can be adapted for incubation and provide incubation facilities for the potential entrepreneurs.



5. Jointly organize workshops/training & capacity building programs/seminars/networking events, discussions, etc.
6. Wave Analytical & Research Center and GU will work together in different stages of the ecosystem to promote innovations and entrepreneurial opportunities. Wave Analytical & Research Center will play a lead role at Spark-Up, Ideation, shortlisting potential enterprising projects and candidates. Whereas, GU will play a lead role in grooming and incubation of the projects and any technical evaluation and assessment required during incubation stages, Wave Analytical & Research Center together with GU will also facilitate and promote inter-institutional collaborations if it is required, on mutually agreed terms and conditions.
7. GU will help the Wave Analytical & Research Center to use its research and other facilities, library and other resources for conducting short term training programs as and when required, on mutually agreed terms and conditions.
8. GU will take a lead role in conducting the pre-requisite training and courses required for incubation and subsequent piloting.
9. GU will provide an incubation facility for domain specific entrepreneurial training/opportunity. Also extend help in developing products where GU has appropriate expertise and special skills.
10. Wave Analytical & Research Center will facilitate other requisites including entrepreneurial orientation training, identifying potential experts and industrial linkage as and when required.
11. Wave Analytical & Research Center scientists' may provide two to three months training to a selected number of students of the Gujarat University for various technical aspects in Chemistry, Microbiology and related possible areas which may enable them to be ready for the interview.
12. Some topics of industrial interest will be given to the students for preparation.
13. Wave Analytical & Research Center experts will identify the areas of improvement for the students to make them competent for industrial needs. The same would also be communicated to the faculty members.
14. Some collaborative research work/project can also be done by mutual agreement depending on the nature of the project. Also, some Ph. D.



- students may be helped in their projects by providing technical guidance. However, this will be applicable only if two parties agree.
15. Wave Analytical & Research Center sponsored candidates will be allowed to get Ph. D. degree from GU.
 16. The instrument facility available at the department may be used by industry and vice-versa by mutual understanding or by paying nominal charges of the consumables.
 17. This agreement will be reviewed at the end of every three years. However, any amendment/propose midway course corrections required for better outcome in terms of progress and quality of the mutual cooperation can be put for amendment on a yearly basis.
 18. From the Wave Analytical & Research Center, at present Mr. Kalpesh Patel will be the main coordinating person, M : +91 8140825509, email : waveanalytical@gmail.com
From GU, at present will be Registrar, M. +91 9978408002, email : registrar.gu53@gmail.com, Gujarat University, Ahmedabad.



2. CONFIDENTIALITY

2.1 All parties agree to treat the information relating to the other organization as confidential pursuant to the terms of this AGREEMENT. This AGREEMENT concerns information relating to various stages i.e. Grooming, Spark-up, Incubation and Spin off to create a vibrant entrepreneurial ecosystem. It includes and is not limited to (i) details as mentioned above, (ii) any information and GU Mentor creates during any of the above program (iii) any information that Gujarat Laboratory discloses under any of the above program.

2.2 Wave Analytical & Research Center and GU agree for not disclosing any type of confidential material, knowledge, or information. The parties may like to share this with one another but may decide not to disclose it to any third party. This NDA creates a confidential relationship between the parties to protect any type of confidential and proprietary information or trade secrets.

As such, an NDA protects non-public business information.

3. INTELLECTUAL PROPERTY

3.1 Both the parties hereby agree to share all rights, title and interest in any INTELLECTUAL PROPERTY created under the planned under this MoU. The property can be shared with the Wave Analytical & Research center /GU affiliates after mutual consent and due diligence. However, Intellectual Property developed by the independent entrepreneur during the process that lead to his own spin-off company can be discussed separately and shared within the parties through mutual agreement.

3.2 "Intellectual Property" means all forms of legal rights and protection relating to the above program and otherwise based on CONFIDENTIAL INFORMATION, in any country of the world, including and not limited to (i) inventions and improvements thereof (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, methods, processes, technology, ideas, know-how, source code, product road maps and other proprietary information and materials ("Proprietary Information") all letters patent, patent applications, provisional patent applications, design patents, PCT filings invention disclosures

and other rights to inventions or designs (“Patents”), all registered and unregistered copyrights in both published works (“Copyrights”), and all applications, registrations, issuances, divisional, continuations, renewals, re-issuances and extensions of the foregoing. Both, Wave Analytical & Research Center and GU mentors hereby assign and will assign to each other, depending on the mutual agreement all rights, title and interest in the Proprietary Information, Patents, and Copyrights, which contain or are based on CONFIDENTIAL

3.3 Patents based on above Activities

Wave Analytical & Research Center and GU agree that if Wave Analytical & Research Center decides to file a Patent encompassing proprietary information, Wave Analytical & Research Center shall name any GU Mentor/inventor on the Patent GU files and vice-versa. GU and Wave Analytical & Research Center agree that at the request of each other shall require concerned Mentor to (a) assign and convey to Wave Analytical & Research Center/GU or Wave Analytical & Research Center/GU nominee, his entire rights, title and interest in and to said improvements and inventions, (b) assist Wave Analytical & Research Center/GU and its agents in preparing patent applications in all countries of the world covering the improvements or inventions, (c) sign and deliver all said applications and assignments of the improvements or inventions to Wave Analytical & Research Center /GU and (d) give all information and testimony, sign all papers and do all things which may be needed or requested by Wave Analytical & Research Center /GU to the end that Wave Analytical & Research Center /GU may obtain, extend, reissue, maintain and enforce Patents in all countries of the world covering said patentable improvement and invention. Each party agrees to bear all their respective expenses to be incurred on the performance of (a) through (d) above. GU mentor agrees to disclose promptly and fully to Wave Analytical & Research Center and its attorneys Proprietary Information created by the GU mentor and vice-versa.

3.4 Intellectual Property Developed by Start-ups

Intellectual property developed by the individuals start-up will be treated as the property of the start-up when it spinoff to become a company. In case of use of any

intellectual property either of Wave Analytical & Research Center or GU or of both by the start-up, a separate licensing arrangement will be entered into with the concerned parties on a case basis.

3.5 Equity Holding in Start-ups

As regards the debt/equity/commission/royalty arrangements with the start-up, it would be taken up as case to case basis.

3.6 Termination Clause

The agreement can be terminated at any point of time with mutual consent without any liability to either party. This AGREEMENT is hereby accepted and agreed to by each PARTY's authorized representative as indicated below:



This Understanding is hereby accepted and agreed to by each PARTY's Authorized Representative as indicated below:

Gujarat University, Ahmedabad

Wave Analytical & Research Center, Ahmedabad

Signature: _____

Signature: _____

Dr. Piyush Patel

Mr. Kalpesh Patel

Registrar

Director

Registrar (I/c.)
Gujarat University
Ahmedabad-380 009.

Date:

In the presence of,

In the presence of,

Witness:

Witness:

Prof. Aaksh Rawal
Coordinator, Department of
Biochemistry & Forensic Science,
Gujarat University, Ahmedabad.



Mr. Nikunj Patel

CEO, Wave Analytical & Research Center