

Memorandum of Understanding

Gujarat University

(GU)

Navrangpura, Ahmedabad-380009, India



And

INDIAN SPERMTECH

(303, Block-554, near Agrawal complex. Opp, Town Hall. Ellisbridge,
Ahmedabad-380006. Gujarat.)

January 2025

Phone No:9426059805
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Patel Hetvi A
For Whom/ID Proof:
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Memorandum of Understanding

This AGREEMENT is entered into on the 23rd January 2025 between:

INDIAN SPERMTECH

(303, Block-554, Near Agrawal Complex, Opp. Town Hall, Ellisbridge, Ahmedabad-380006, Gujarat, India.)

And

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

INDIAN SPERMTECH and **GU** have been individually referred to as 'PARTY' and collectively called 'PARTIES' hereafter.

INDIAN SPERMTECH was established in the year 2000 to cater to the needs of the Medical Fraternity. **INDIAN SPERMTECH** is committed to catering to the growing need and delivering the best of technologies for clinicians' disposal. With the help of state of the art facility and high end instrumentations, along with a two decade long experience in the field of Andrology and Cryobiology. An experienced and qualified team is the strength of centre and provides an expert opinion on the Semen examination, Sperm Function test, and Semen cryopreservation. The dedicated effort of the team will deliver the best outcomes and highest quality service through creative ideas, interdisciplinary approaches, and research.

The centre not only provides precise diagnosis but is also involved in research to improve the tools of diagnosis and increase the high throughputs.

Gujarat University (GU) was established on 23rd November 1949 as a state University at Ahmedabad under the Gujarat University Act 1949 of the state government. It is an affiliating university for post-graduate and research-level courses. It also encourages novel courses and research ideas GU developed high-end sophisticated instrument facilities for In-silico, In-vitro and In-vivo research purposes. The School of Sciences has good laboratories for the study in the fields of cell and molecular biology, cancer biology, cytogenetic and toxicology, microbiology, botany, organic and analytical chemistry, and physics. In addition to that, it has a well-equipped Centre for Extension Research and Innovation (Five floor building equipped with all advanced facilities dedicated to research and innovation). As a premier university, GU strives to accommodate novel ideas and



innovative strategies in teaching and encourages high-impact research in various scientific disciplines to cater to emerging challenges of academic endeavors, research, and development.

Association of INDIAN SPERMTECH and GU for Innovation, Collaborative Research Wook/Projects, Students Training for Skill Development, Job Placement 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 stations for novel, innovative and value added products, processes or service, particularly in areas of advances in Life Sciences including all basic sciences, Cell and Molecular Biology, Genetics, Reproductive Physiology, Nanotechnology, Bioinformatics, Cheminformatics and associated areas of applications including ICT.
3. GU and INDIAN SPERMTECH will work to develop INDIAN SPERMTECH-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 and capacity building programs/seminars/networking events, discussions, etc.
6. INDIAN SPERMTECH and GU will work together in different stages of the ecosystem to promote innovations and entrepreneurial opportunities. INDIAN SPERMTECH 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, INDIAN SPERMTECH 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 INDIAN SPERMTECH 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 extended help in developing products where GU has appropriate expertise and special skills.
10. INDIAN SPERMTECH will facilitate other requisites including entrepreneurial orientation training, identifying potential experts and clinician linkage as and when required.
11. INDIAN SPERMTECH experts may provide two to three months of training to a selected number of students of the department for various technical aspects in Andrology, Cryobiology, Reproductive Biology, Semenology and Genetics; 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. INDIAN SPERMTECH 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/projects 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 the two parties agree.
15. INDIAN SPERMTECH sponsored candidates will be allowed to get Ph.D. 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 for the consumables.
17. This agreement will end after three years and the same shall be further extended with the mutual consent of both parties. However, any amendment/proposed midway course corrections required for better outcomes in terms of progress and quality of the mutual cooperation can be put for amendment on a yearly basis.
18. From the INDIAN SPERMTECH, at present Dr. Alpesh Patel, will be the main coordinating person, M : +91 98249 99084 email: info@indian spermtech.in



From GU, will be Registrar, M. +91 9978408007, email: registrar@gujaratuniversity.ac.in, Gujarat University, Ahmedabad.

From the Department of Zoology, Professor and Head of the Department, Dr. Divya Chandel M. +91 9427633253, email: divyarchandel@gmail.com and Dr. Devendrasinh Jhala, Professor, Department of Zoology, M. +91 9824240644, email: ddjhala@gmail.com; ddjhala@gujaratuniversity.ac.in. will be the main coordinator.

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 INDIAN SPERMTECH discloses under any of the above program.
- 2.2 INDIAN SPERMTECH 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 Non-Disclosure Agreement (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 INDIAN SPERMTECH/GU affiliates after mutual consent and due diligence. However, Intellectual Property developed by the independent entrepreneur during the process that lead to his

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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, INDIAN SPERMTECH 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

INDIAN SPERMTECH and GU agree that if INDIAN SPERMTECH decides to file a Patent encompassing proprietary information, INDIAN SPERMTECH shall name any GU Mentor/inventor on the Patent INDIAN SPERMTECH files and vice-versa. GU and INDIAN SPERMTECH agree that at the request of each other shall require concerned Mentor to (a) assign and convey to INDIAN SPERMTECH/GU or INDIAN SPERMTECH/GU nominee, his entire rights, title and interest in and to said improvements and inventions, (b) assist INDIAN SPERMTECH/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 INDIAN SPERMTECH/GU and (d) give all information and testimony, sign all papers and do all things which may be needed or requested by INDIAN SPERMTECH/GU to the end that INDIAN SPERMTECH/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. GU mentor agrees to disclose promptly and

fully to INDIAN SPERMTECH 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 INDIAN SPERMTECH 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 hereafter:



This Understanding is hereby accepted and agreed to by each PARTY's Authorized

Representative as indicated below:

**Gujarat University, Ahmedabad
Ahmedabad**

Signature: Jhala

Dr. Devendrasinh Jhala
Professor, Department of Zoology, GU.

INDIAN SPERMTECH,

Signature: AP

Dr. Alpesh Patel
Partner, Indian Spermtech

Signature: Chandel

Dr. Divya Chandel
Prof. & Head, Department of Zoology, GU.

Date:

In the presence of,
Witness:

Patel

Dr. Piyush Patel
Registrar, Guj. Univ.
Gujarat University
Ahmedabad-380 009.

In the presence of,
Witness:

Patel

Mr. Ashok Patel
C.E.O. INDIAN SPERMTECH

Gupta

Dr. Nirja Gupta
Hon. Vice Chancellor, Guj. Univ.

Vice-Chancellor
Gujarat University
Ahmedabad-380 009.



