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MEMORANDUM OF UNDERSTANDING

BETWEEN

KR MANGALAM UNIVERSITY

AND

AV IP Infusion LLP

This memorandum of understanding (MoU) is entered between AV IP Infusion LLP, formally known as AV IP Solution, a private firm, which provides IPR (Intellectual Property Rights) services.

And K.R. Mangalam University, Sohna Road, Gurgaon-122103 (Delhi NCR Region), a private university established in 2013 and empowered to award degrees as specified by UGC under section 22 of the UGC Act, 1956; (Referred to herein as "Parties" or individually as "Party")

WHEREAS:

- A. The Parties are interested in working together in connection with the purpose which is described in this Memorandum.
- B. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- C. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

(1) PURPOSE:

 AV IP Infusion will offer IPR-related services to K.R. Mangalam University's students, faculty, and administration, including Patents (Utility & Design), Trademark, Copyright, Patent prosecution services, and all other services that AV IP Infusion is capable of delivering.

Registrar

K.B. Mangalam University

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- AV IP Infusion will offer Internships to students in order to encourage them to
 understand and apply all of the various elements that they will face in their professions
 with the aid of this Internship/Live Project.
- AV IP Infusion will stimulate and raise awareness among students, particularly on the significance of legally protecting their innovation, by including an IPR CELL and several AWARENESS WORKSHOPS in a variety of areas.
- AV IP Infusion would provide research assistance to KR Mangalam University in order to facilitate collaboration in government Projects/Proposals.
- If agreed upon, AV IP Infusion would establish an incubation cell within the grounds of KR Mangalam University to give mentorship and support to aspiring entrepreneurs.

(2) BINDING

- a) The Parties hereby acknowledge and agree that:
- b) The terms of this Memorandum are intended to be legally binding on the Parties hereto.

(3) CHANGES TO MEMORANDUM

- a) This Memorandum may be amended at any time by agreement between the Parties.
- b) Any changes to this Memorandum must be made in writing and signed by the Parties.

(4) GENERAL OBLIGATIONS

- (a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavors to achieve the Purpose and to give effect to the terms of this Memorandum.
- (b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- (c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the Purpose.

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University



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(5) CONFIDENTIALITY

- (a) The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties ("Confidential Information").
- (b) The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some other Confidential Information ("Disclosing Party") and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.
- (c) For the purpose of this Memorandum, Confidential Information may include but is not limited to:
 - (I) Information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise);
 - (II) Any information derived from any other information which falls within this definition of Confidential Information; and Any copy of any Confidential Information But does not include information which:
 - (1) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation);
 - (II) is, or becomes, publicly available, through no fault of the Receiving Party;
 - (III) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
 - (IV) is provided to the Receiving Party by the Disclosing Party and is marked "Non-Confidential"; or
 - (V) is required by law or regulation to be disclosed, but in the event that this exception



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applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.

- (d) In relation to any Confidential Information:
 - (1) the Receiving Party shall keep the Confidential Information confidential and secret.
 - (II) the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.
 - (III) the Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the project, and needs to have the Confidential Information in order to assist with the Project.
- (e) If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.
- (f) Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

(6) TIMING AND DURATION OF COLLABORATION

- (a) This Memorandum will commence on July 23, 2022.
- (b) The Parties will negotiate in good faith in order to sign a final and legally binding agreement in relation to the Collaboration (the "Agreement") on or before July 2024.
- (c) This Memorandum will remain in effect until the Agreement commences, or unless and until otherwise terminated by the Parties.
- (d) The Parties may terminate this Memorandum by mutual agreement.



(e) Either Party may terminate this Memorandum forthwith by providing immediate notice in writing to the other Party.

(7) CONSEQUENCES OF TERMINATION

- (a) In the event that this Memorandum is terminated:
- (1) Neither Party will, under this Memorandum, incur any financial liability to the other Party; and
- (II) Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort, or equity.
- (III) In the event that a Party ("First Party") is in possession of any equipment, materials, documents, intellectual property, data, or other information ("Items") that are the property of the other Party ("Second Party"), then the First Party must promptly return all Items to the Second Party, or destroy any Items if directed to do so by the Second Party; and

(8) EXCLUSIVITY

- (a) Each Party (which, for the purpose of this clause is referred to as the "Representing Party") hereby represents to the other Party that:
- (1) Upon the signing of this Memorandum, the Representing Party will terminate any discussions or negotiations with any party other than a Party to this Memorandum ("Third Party"), which relate to the Purpose or to the Project ("Third Party Discussions"), in which the Representing Party, or any employee, agent, advisor, contractor or other representatives of the Representing Party, may be engaged.
- (II) While this Memorandum is in effect, the Representing Party will not, directly or indirectly:
- (A) Engage in any Third-Party Discussions; or
- (B) Invite, encourage, seek or otherwise solicit any Third Party to engage in Third-Party Discussions; or



(C) Respond to any invitation or solicitation from any Third Party in relation to any Third Party

Discussions (except to explicitly reject such invitation or solicitation); or

- (D) Enter into any agreement, memorandum of understanding, heads of agreement, letter of intent, or other arrangements with any Third Party in relation to any Third-Party Discussions (whether legally binding or non-binding).
- (III) The Representing Party will ensure that any employee, agent, advisor, contractor, or other representatives of the Representing Party also complies with the obligations under this clause.
- (b) For the sake of clarity, "Third Party Discussions" do not include discussions or negotiations in which the Representing Party may engage with any Third Party in order to pursue the Purpose in good faith and in the spirit of this Memorandum.

(9) COSTS

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

The cost of this collaboration, which relates to several projects and researches initiated for a patent, trademark, or copyright application by students, faculty, management, or any individual associated with either Party, will be mutually agreed upon by both parties before or after entering into this agreement.

(10) FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations under this MOU, is hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including

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through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MOU by giving the other Parties notice of termination in writing.

(11) INDEMNITY

Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees, or other losses arising out of or relating to:

- (a) breach of this MOU by the Indemnifying Party;
- (b) breach of any representation or warranty by the Indemnifying Party.

(12) SEVERABILITY

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

(13) ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties, or obligations between the Parties with respect to the subject matter hereof.



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(14) NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent, copyright, or other intellectual property rights of any Party in favor of the other, nor shall this MOU be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Projects under this MOU.

(15) AMENDMENTS

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both Parties.

(16) DISPUTE RESOLUTION

- (a) Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:
- (b) The courts in Delhi NCR shall have exclusive jurisdiction over any dispute, differences, or claims arising out of this MOU.
- (c) If either party employs attorneys to enforce any rights arising out of or relating to this MOU, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

17) GOVERNING LAW

This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.



SIGNED BY THE PARTIES ON

FIRST PARTY

AV IP Infusion

Director, CEO Venkatesh Bharti AV IPInfusion LLP Formally AV IP Solution A-61-C Shivaji Enclave Rajouri Garden-New Delhi-27

AV IPINFUSION

Email: amiteshsinha@avipsolution.com, director@avipsolution.com Contact No: +91-9891679693, +91-8743078668 A=loch Cint

Amitesh Sinha Co-Founder, CFO AV IPInfusion LLP Formally AV IP Solution A-61-C Shivaji Enclave Rajouri Garden-New Delhi-27

SECOND PARTY

Kr Mangalam University, Gurugram



Registrar K.R. Mangalam University Sohna Road, Gurugram, (Haryana)

Authorized Official _____

Rajesh Kumar

Email: rajeshkumar.s@krmangalam.edu.in

Contact No: +91-9999633358,

Address: KR Manglam University, Sohna Road, Gurugram, Haryana- 122103



TO WHOMSOEVER IT MAY CONCERN

This is to certify that Shubhashish Kumar Singh has been associated with AV IP Solution in the role of Marketing Intern from 25th July 2022 to 24th September 2022.

During the internship period, we found that he could bear hardship, has a strong sense of responsibility, and emphasizes teamwork he gets along well with colleagues and generally obtained high praise from them.

We wish him all the best in his future endeavors. Warm Regards,

esh Bharti

Registrar K.R. Mangalam University

Sohna Road, Gurugram, (Haryana)



TO WHOMSOEVER IT MAY CONCERN

This is to certify that Satabdee Kunda has been associated with AV IP Solution in the role of Marketing Intern from 12th July 2022 to 14th September 2022.

During the internship period, we found that he could bear hardship, has a strong sense of responsibility, and emphasizes teamwork he gets along well with colleagues and generally obtained high praise from them.

We wish him all the best in his future endeavors. Warm Regards,

Solution

Director



K.R. MANGALAM UNIVERSITY

THE COMPLETE WORLD OF EDUCATION

Report on School of Management and Commerce (SOMC)

Faculty Development Programme in collaboration with AV IP Solutions

On

Intellectual Property Rights

22nd -27th August 2022

Target Group: Students, Faculty and Industry

Coordinators: Dr. Rajat Gera (Dean, SOMC), Dr. Sahiba Sharma (Assistant Professor,

SOMC)

Session Chair: Dr. Sahiba Sharma and Ms. Heena Arora (Assistant Professor, SOMC)

Date and Time: Monday - Saturday, 22nd -27th August 2022

Venue: MS Teams (Online) NAAC Criteria: 3.3.2/6.3.3

Introduction

School of Management and Commerce organized six days FDP on "Intellectual property rights (IPR)" from 22nd to 27th August 2022 (Picture 1a,b and 2). IPR is focused on the tangible and intangible property rights protection for individuals and organizations.

Objectives

- To develop awareness and knowledge level of IPR
- To develop knowledge of patents and how to file patents
- To provide hands on experience to participants on patent filing
- To create awareness about the patentability criteria

Content

Day 1: Dr. Rajat Gera commenced his inaugural speech by sharing the importance and need of the FDP on IPR. The session chair was Ms. Heena Arora. External expert speaker was Dr. Priyanka Bharti (A highly motivated patent professional with decades years of experience in Prior art and Patentability searching, related laws, and procedures, corresponding with inventors and handling queries related to patentability issues, Patent Searching, Mapping, and Landscaping. She has a Ph.D. in Microbiology with specialization in Drug Designing and Patenting from the Bioinformatics institute of India.) She shared the basic information about Intellectual Property: Patent Rights, Design Rights, Copyrights, trademark Rights along with Mr. Venkatesh Bharti, expert from AV IP solutions. The speakers introduced participants to

the various types of IPR, patents, industrial design, trademark, copyrights with the help of case studies from industry, and live situations involving IPR infringements. It was an interactive session with questions being asked by participants which created better understanding of the nuances of different kinds of patents, legal consequences of patents, copyrights, trademarks and geographic indicators (Picture 3: a,b,c,d,e). The session was concluded by Dr. Sahiba Sharma with a vote of thanks to all the speakers and participants.

Recording Link:

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Day 2:

Dr. Priyanka Bharti alongwith Mr. Venkatesh Bharti shared in detail about the different types of patent applications in India, provisional application, ordinary or nor provisional application, complete application, convention application, PCT international application, PCT National phase application, divisional application, How and when to file an application, Dos and Don'ts of patent filing, comparison and interrelation between different types of applications. (Picture 4: a,b,c,d,e). A hand on session was conducted on how to file a Design patent in India and its process. Some of the facts such as mandatory requirement of digital signature and browser, seven images of the objects etc. were shared with the participants. The session chair and recorder was Dr. Sahiba Sharma.

Recording Link:

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Dr. Yogendra Kumar Awasthi (Professor and Director of Research with the department of electronics and Communication Engineering, MRIIRS, Faridabad. He has more than 80 publications in journals; conferences. He also has eight published and five granted patents to his credit. He is Editor-in-Chief in the renowned "Journal of Sciences and Technology" and works as a reviewer for several important international journals such as IEEE Antennas and Propagation, AEUE International Journal of Electronics and Communication, Elsevier, Journal of Electromagnetic Waves and Applications (JEMWA), Taylor & Francis Journal of Electronics and many more), speaker for Day 3 shared his views on why research is important for faculty and in Education? He throws some light on number of scientific research papers published across world and current scenario of research as per UNESCO. The session was concluded by Dr. Sahiba Sharma with a vote of thanks to all the speakers and participants. The session was chaired by Ms Heena Arora and recorded by Dr. Sahiba Sharma. (Picture 5: a,b,c,d,e).

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B0jPAfqUDa1DQpCd63Da54A

Day 4:

K.R. Mangalam University Sohna Road, Gurugram, (Hatyam Mr. Venkatesh Bharti (Co-Founder & CEO of Av IP solutions), is a versatile solution finder with experience working in a technical & Intellectual property field with the ability to cooperate with multiple fast-growing businesses, he is having the vision to secure every invention and innovation through IP rights. He has 20 Patents+, Designs & Hands-on experience in the patent filing, and drafting process & also involved in the development and strategic management of patent portfolios) explained about patent filling procedure in India, types of forms that are required for filling and how to fill the forms in detail. A hands on session was conducted on how to file applications and related to all the forms. Some of the facts such as mandatory forms and comprehensive e filling on IP India website were shared. Doubts of the participants were taken simultaneously. The session was concluded by Dr. Sahiba with a vote of thanks to the speaker and participants. The session chair and recorder was Dr. Sahiba Sharma. (Picture 6: a,b,c,d,e).

Recording Link:

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my.sharepoint.com/:v:/g/personal/sahiba krmangalam edu in/ETwyrj3cffJPjyaaES105OYB lyTX7qq7eRez1Wuj8tR2LQ

The session chair was Ms. Heena Arora (Assistant Professor, KRMU). External speaker for the day was Ms Swati Varshney (a Patent professional with over 14+ years of experience in IP, and with advanced knowledge of patent drafting and prosecution in Chemistry and other technical areas such as mechanical, electrical etc. She has an end-to-end experience in handling prosecution for different jurisdictions such as India US, EP, and PCT applications. Additionally, she has handled drafting filing & examination of more than 1000+ patents in multiple domains. She has attended a hearing for about 150 cases at Indian Patent Office to obtain a grant. Handled annuity payments for about 10000+ applications filed in different countries) elucidated about the patentability criteria in India, different sections related to patents laws in India were discussed that explains what cannot be patented. Additionally, some of the key discussion conducted on Patentability search on How we can check if the product is patentable or not? and the fee required per claim and for renewal and a hands on session was taken on the same. The session was concluded by Dr. Sahiba Sharma with a vote of thanks to the speaker and participants. The session chair and recorder was Dr. Sahiba Sharma. (Picture 7: a,b,c,d,e).

Recording Link:

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Day 6:

Ms Swati Varshney in her session discussed about patent opposition (pre grant, post grant and revocation), grounds of opposition in detail with the help of examples. Doubt session was taken and the feedback which participants for the FDP was shared with the speakers and were encouraged for future sessions as well. (Picture 8: a,b,c,d,e). The session chair and recorder was Dr. Sahiba Sharma. The FDP closing ceremony was conducted by Dr. Rajat Gera with a vote of thanks to the speaker and all the participants.

Recording Link:

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Attendees

A total of 77 participants registered from 25 different institutes and universities for the FDP (Attached Registration List).

Outcome

Qualitative and quantitative feedback was taken. Participants found the session to be very informative and hands on sessions helped them in understanding how to file patents. They learned how to file the patent and by attending the workshop, they can file their patents on their own and guide others. The participants have requested for more such FDPs. 26 participants have taken the FDP quiz and most of them scored 90-160 out of 160 score points (the scores are attached alongwith).

Conclusion

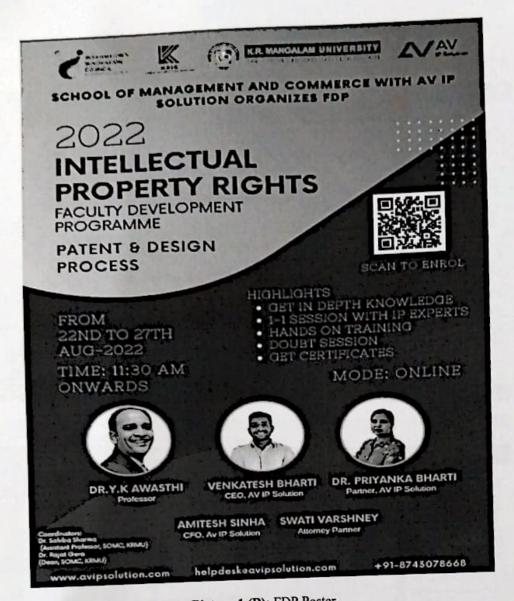
The FDP aimed at providing the knowledge and awareness about intellectual property rights. The programme provided hands on experience to all the participants on how to file patent in India and what is the patentability criteria.

Future Scope

Feedback form for each session was circulated amongst participants and some of them have asked for future sessions on the same.



Picture 1 (a): FDP on IPR



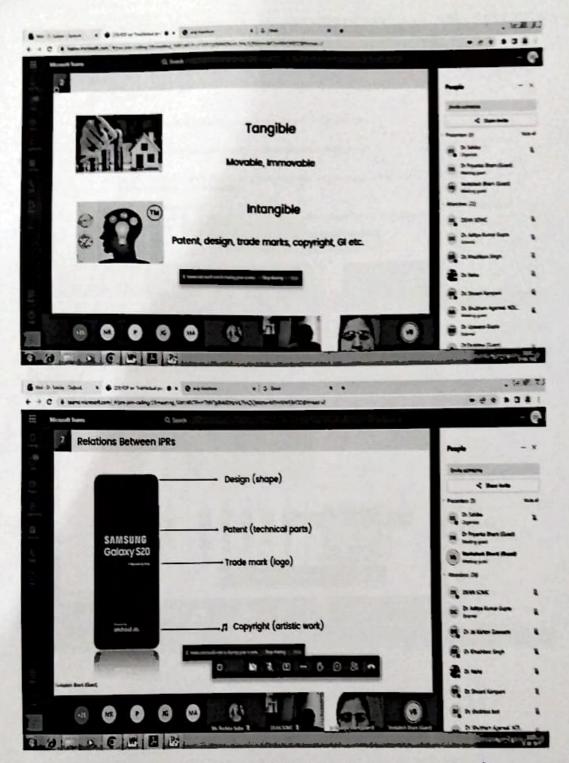
Picture 1 (B): FDP Poster

Programme

Dr. Priyanka Bharti	Day 1
Dr. Priyanka Bharti	Day 2
Dr. Yogendra Kumar Awasthi	Day 3
Venkatesh Bharti	Day 4
Swati Varshney	Day 5
Swati Varshney	Day 6

Picture 2: Program Schedule

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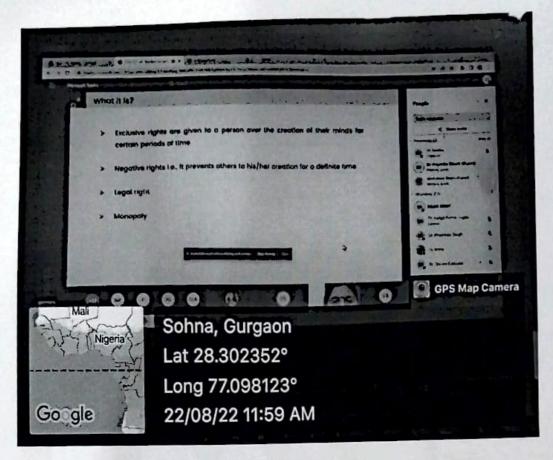
Picture 3 (a), (b): Day 1



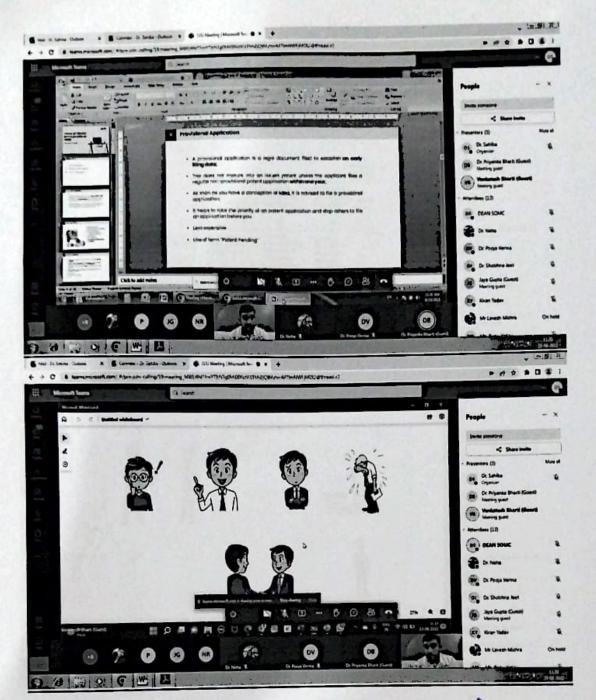


Picture 3 (c), (d): Day 1

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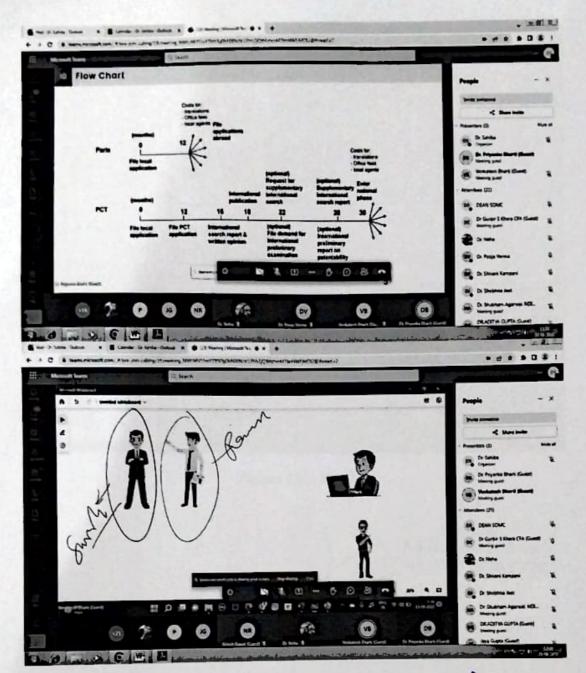


Picture 3 (e): Day 1

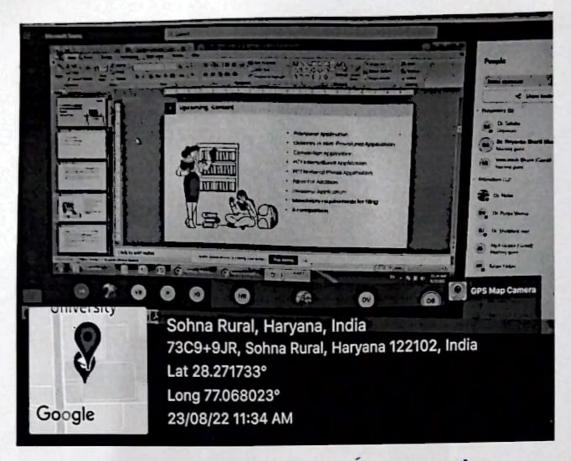


Picture 4 (a), (b): Day 2

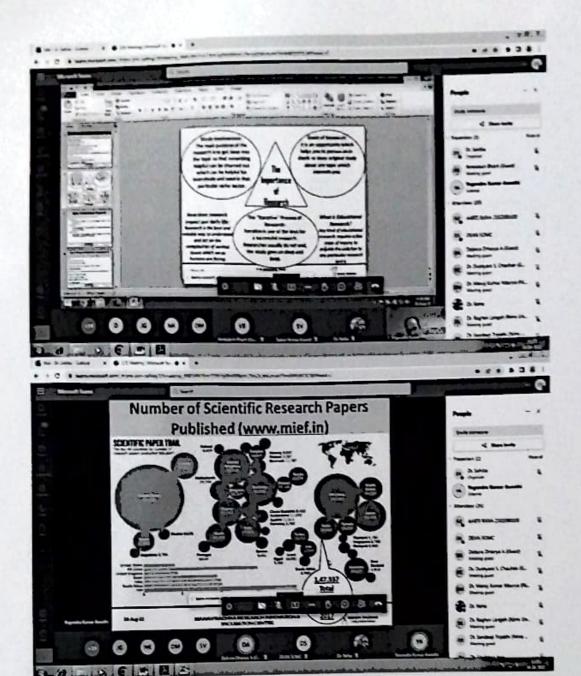
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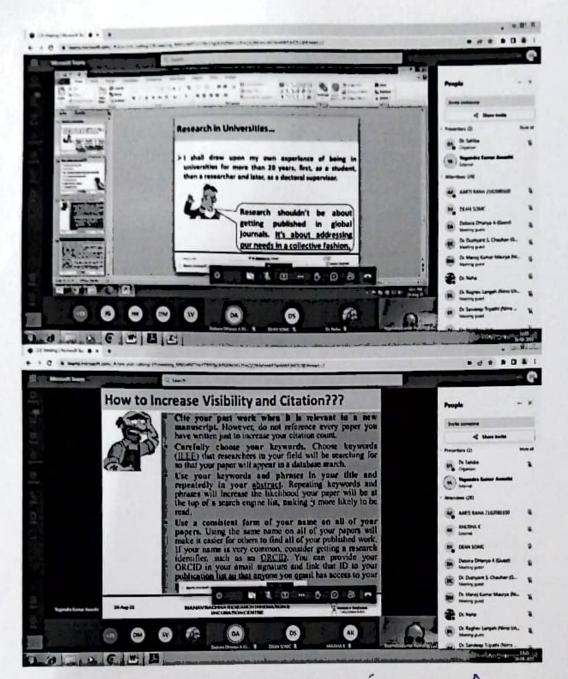
Picture 4 (c), (d): Day 2



Picture 4 (e): Day 2

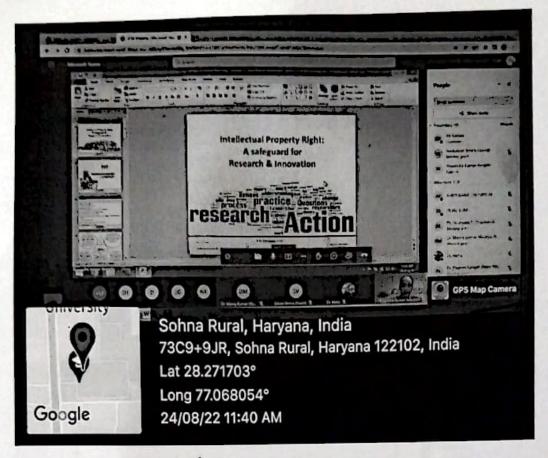


Picture 5 (a), (b): Day 3

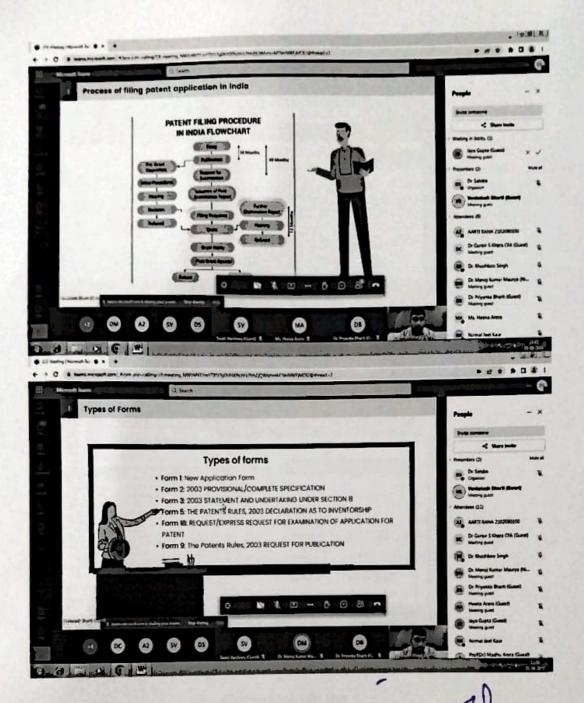


Picture 5 (c), (d): Day 3

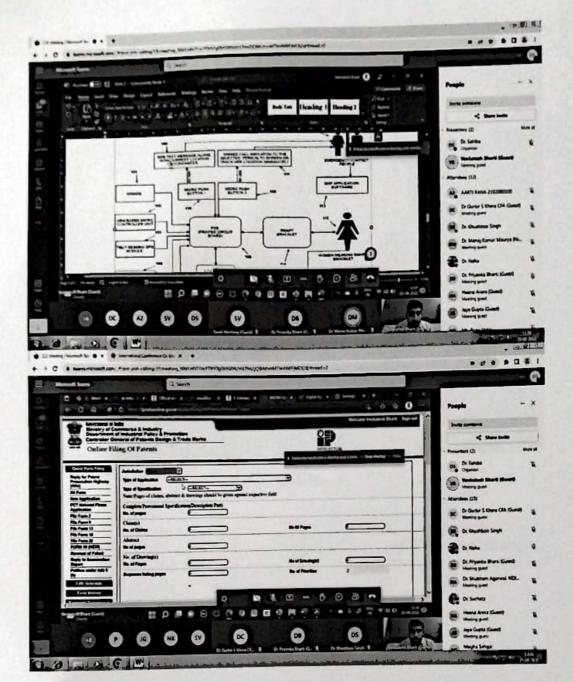
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Picture 5 (e): Day 3

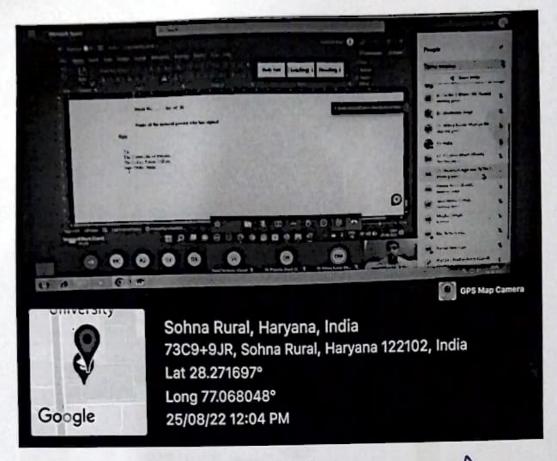


Picture 6 (a), (b): Day 4

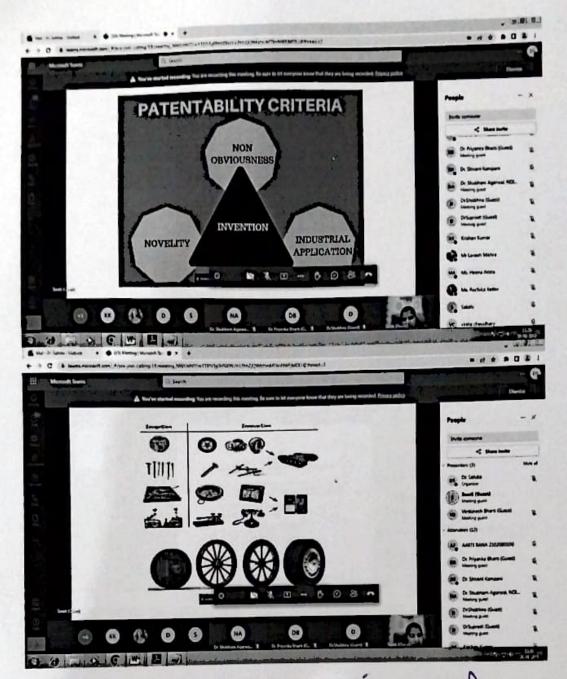


Picture 6 (c), (d): Day 4

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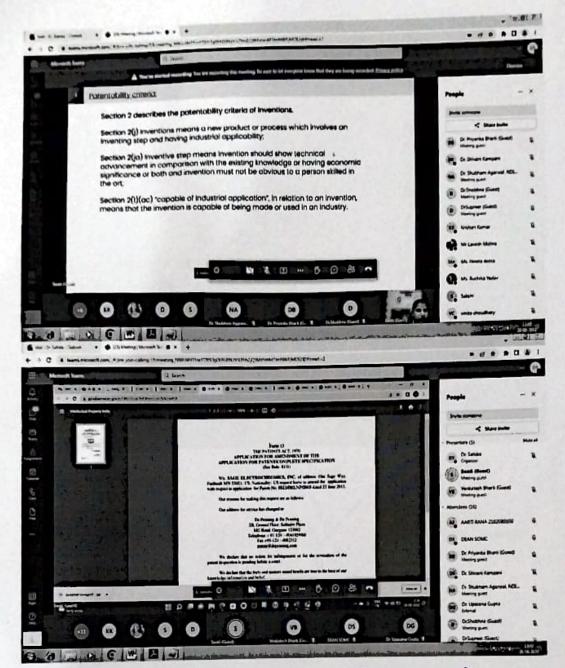
Picture 6 (e): Day 4



Picture 7 (a), (b): Day 5

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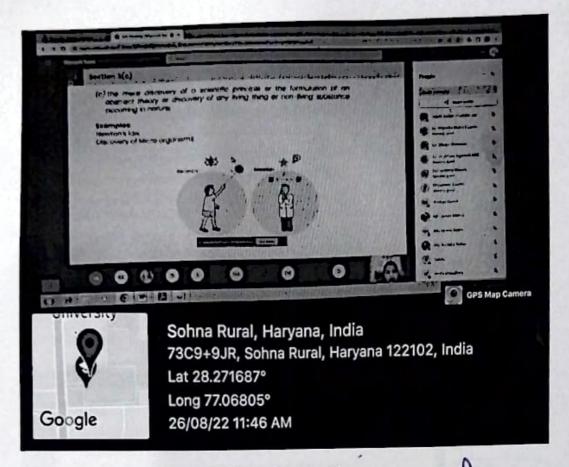
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Picture 7 (c), (d): Day 5

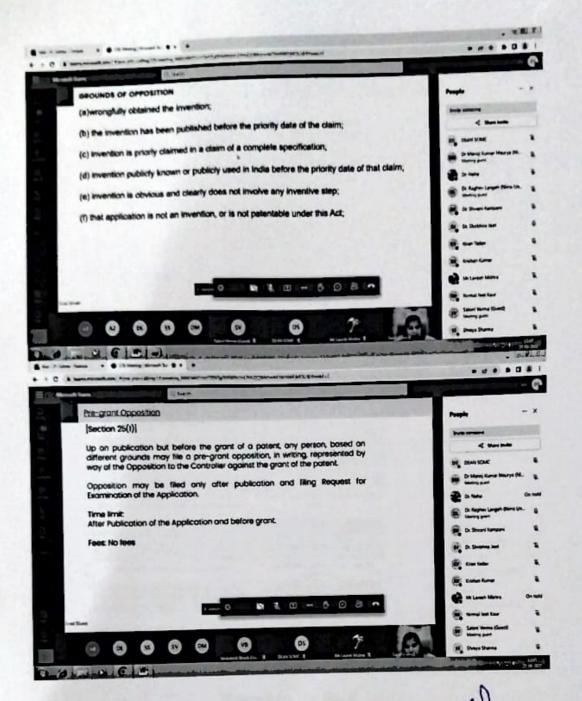
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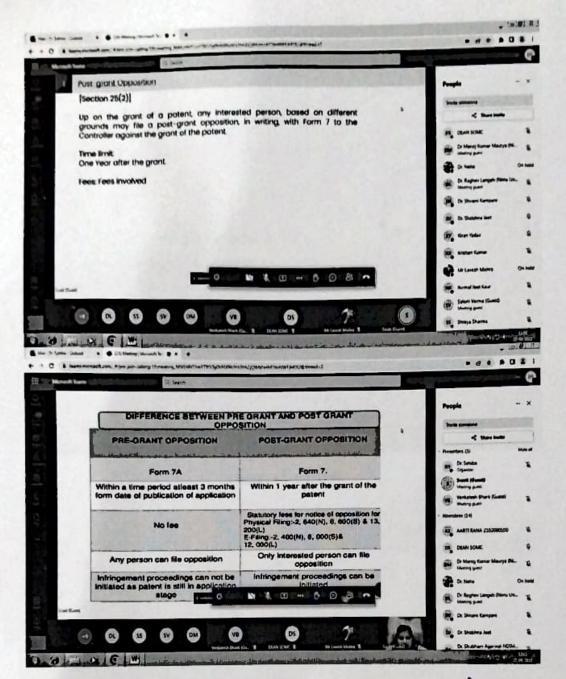


Picture 7 (e): Day 5

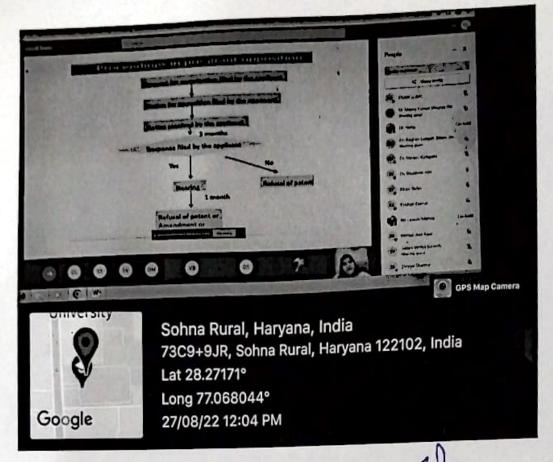
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Picture 8 (a), (b): Day 6



Picture 8 (c), (d): Day 6



Picture 8 (e): Day 6