

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



**SAM HIGGINBOTTOM UNIVERSITY
OF AGRICULTURE, TECHNOLOGY & SCIENCES
POST AGRICULTURAL INSTITUTE, REWA ROAD, NAINI, PRAYAGRAJ
(FORMERLY ALLAHABAD), UTTAR PRADESH 211007**

AND



**SWAMI VIVEKANAND SUBHARTI UNIVERSITY
SUBHARTIPURAM, NH-58 DELHI-HARIDWAR BYPASS ROAD,
MEERUT, UTTAR PRADESH 250005**

Memorandum of Understanding (MoU)
Between
Sam Higginbottom University of Agriculture, Technology and Sciences, Prayagraj
And
Swami Vivekanand Subharti University, Meerut

This Agreement is dated 13th of March (Month) Year 2023 between Sam Higginbottom University of Agriculture, Technology & Sciences; the University with registered Address: Post Agricultural Institute, Rewa Road, Naini, Prayagraj (Formerly Allahabad), Uttar Pradesh 211007 (hereinafter referred to as SHUATS)

AND

Swami Vivekanand Subharti University located in Meerut with the registered address: Subhartipuram, NH-58 Delhi-Haridwar Bypass Road, Meerut, Uttar Pradesh 250005 (hereinafter referred to as SVSU)

RECITALS,

This Memorandum of Understanding (hereinafter referred as MoU) is made on 13th day of the month of March in the year 2023 by and between:-

The parties, having discussed fields of common research interests and allied activities between the two universities, have decided to enter into agreement for the management of patent application titled "Novel Antifungal peptides from *Zygommatibicolorata* (*Chrysomelidae: Coleoptera*) and method of preparation of peptide" to be filed with Indian Patent Office.

DEFINITIONS

1. **Intellectual Property**- refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. The different types of Intellectual Property are:-

A *Patent* is a statutory right for an invention granted for a limited period of time to the patentee by the Government, in exchange of full disclosure of his invention for excluding others, from making, using, selling, importing the patented product or process for producing that product for those purposes without his/her consent.

2. **Confidential Information-** means any IP, information or data that is confidential or proprietary in nature, including all oral and/or visual information, all information or data recorded in writing or in any other medium or by any other method, and all IP, information and data which the authorized recipient is under an obligation, whether contractual or otherwise, not to divulge.
3. **Disclosure of an Invention-** refers to the Confidential Information written up, and revealed by an Inventor to the Directorate of IPC, to determine whether the Intellectual Property in the said Invention should be protected as IP and pursued for technology transfer by the university.
4. **Inventor-** refers to the personnel of the university performing the act of invention. It includes:-
 - Faculty- means a person professionally qualified to carry out teaching & research at SHUATS/ SVSU as a whole time employee, part-time employee, emeritus fellow or visiting professor appointed by SHUATS/ SVSU.
 - Staff means a person employed full time or part time by the university to support research and development activities, teaching, administrative and other supporting activities
 - Students' means a person who is registered or enrolled as full-time, part-time, and carrying out research, training as well as exchange students from other universities and college.
5. **Substantial Use of university Resources"-**means use of the university's experimental facilities, laboratories, computational facilities, university-provided or university's administered funds, space, technical know-how or human resources, including time dedicated to the work pursued outside the workplace due to any kind of professional engagement including work from home or any other kind of unforeseen circumstances also including their release time from regularly assigned duties during the course of their work.
6. **Applicant means:** - a person or the organization who has the right to apply for the patent – in other words, the patent owner.
7. **Research Agreement-** may refer to agreement with the sponsoring agency, research service agreement, Cooperative Research & Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by researchers and/or intellectual property created by the university.

8. **Technology Licensing-** refers to the process by which the owner of an IP (Licensor) assigns to the other party (the Licensee) the right to use, put in practice, and commercialize the invention or technology covered by the IP.
9. **Royalty/Revenue-** means a payment is made to the legal owner (applicant) of the property, patent, copyrighted work, or franchise by licensees or franchisees who wish to make use of it for the purposes of generating revenue or other such desirable activities.
10. **Directorate of Innovation, Projects & Consultancy (IPC) in SHUATS-** an office established in the university to cater to various aspects of science policy, research schemes, intellectual property and business development.

It is hereby agreed as follows:-

1. SHUATS & SVSU has agreed to file patent application as joint applicant for the patent application titled "**Novel Antifungal peptides from *Zygomycetaceae* (*Chrysomelidae: Coleoptera*) and method of preparation of peptide**".
2. The inventors in the present application are:-

Name	Nationality	Address
Prof. (Dr.) Veeru Prakash	Indian	Professor & Head, Department of Biochemistry & Biochemical Engineering SHUATS, Prayagraj, India- 211007
Prof. (Dr.) Pankaj Kishor Mishra	Indian	Professor Department of Paramedical Sciences, Subharti Medical College, Swami Vivekanand Subharti University Meerut, India-250005
Ms. Vijaylakshmi Jain	Indian	Student Department of Biochemistry & Biochemical Engineering SHUATS, Prayagraj, India- 211007

3. The complete application will be filed with the Indian Patent Office by SHUATS through M/S Rahul Chaudhary & Partners located in Gurugram.
4. Both the parties has agreed to share the fees to be incurred in the management of entire IP application which includes drafting, filling, prosecution, maintenance and all other charges applicable as per governmental and professional charges raised by the attorney.
5. The bills raised by the attorney will be shared with the SVSU which will include both the professional and the government charges.

6. The due amount will be provided by SVSU to SHUATS in the account details which will be provided later on.
7. In case inventors wish to file for expedited publication and/or expedited examination, inventors will be required to demonstrate significant commercial potential and the final decision will rest with the competent authority on the recommendation of the Directorate of IPC.
8. The commercialization of the patent application will be executed via separate agreement as and when required.
9. The revenue generated by the commercialization of the patent application will be shared equally between SHUATS and SVSU as detailed in the agreement as mentioned above.
10. In case SVSU is not interested in commercializing the invention, SHUATS will be free to take up the commercialization of the technology after obtaining the No-Objection Certificate from SVSU and revenue will not be shared with SVSU.
11. Inventor(s) shall not have the right to enter into research agreement with either party on behalf of the university.
12. The inventor(s) are required to maintain regular, well documented records of research activities pursued.
13. Before signing, the full copy of the proposed agreements and other legal statements concerning the universities' IP Rights shall be submitted to the person or department designated by the universities for Advice and approval.
14. SHUATS will undertake all the procedures to comply with the requirements of the national and international intellectual property offices, treaties, conventions, agreements or any other protocol as required by law, required permissions will be taken as per the policy of SHUATS and the information will be submitted as and when asked by the appropriate agency.
15. SVSU will provide any kind of information needed as per clause (12).
16. The inventor shall closely cooperate with the office and patent attorney or any other professional experts involved by the university.
17. The inventor(s) are required to give reasonable assistance in protecting and commercially exploiting the intellectual property by providing information, attending meetings and advising on further development.
18. The office shall, within reasonable time, commence the process of acquiring legal protection, if needed with all due diligence to obtain protection.

19. The office along with the attorney concerned shall keep the inventors well informed about the status of their application filed.
20. During the filing and prosecution of the application, inventor(s) will be required to cooperate with the office and concerned patent attorney for providing all the inputs needed.
21. In order to maintain the granted patent, inventor will be required to report to the office about the details about the further development, commercialization or any further development in the work.
22. In case of any dispute arising related to the Inventorship, the decision will be made by the office after assessing the contribution of each inventor on claim-to-claim basis.
23. In case of (22), the inventor has to prove his contribution by corroborating evidence preferably by contemporaneous disclosure.
24. In case of any disputes between the office and the inventor(s) regarding the implementation of the agreement, an appropriate mechanism for arbitration will be developed comprising of the authorities of both SHUATS & SVSU.

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

On behalf of SVSU

Registrar

Swami Vivekanand Subharti University
Meerut

Dr. Umesh Kumar
Associate Professor & Head
Department of Paramedical
Witness -1 Science

Dr. UMESH KUMAR

Associate Professor & Head
Department of Paramedical Sciences
Subharti Medical College
Baram Vihar, Meerut, Uttar Pradesh, India

On behalf of SHUATS,

Registrar

Sam Higginbottom University of Agriculture,
Technology & Sciences Prayagraj

Witness -2

Tooth
24/3/2023
INTELLECTUAL PROPERTY DEVELOPMENT OFFICER
DIRECTORATE OF INNOVATION, PROJECTS AND CONSULTANCY (IPC)
SAM HIGGINBOTTOM UNIVERSITY OF AGRICULTURE, TECHNOLOGY AND SCIENCES
ALLAHABAD-211 007 U.P. (INDIA)