

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



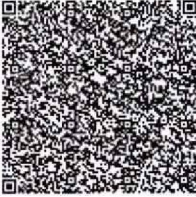
सत्यमेव जयते

₹100

Certificate No. : IN-UP64492129837067V
Certificate Issued Date : 20-Jul-2023 09:02 AM
Account Reference : NEWIMPACC (SV)/ up14778804/ MEERUT SADAR/ UP-MRT
Unique Doc. Reference : SUBIN-UPUP1477880424129498370390V
Purchased by : ASSOCIATION OF MANAGEMENT STUDIES
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : ASSOCIATION OF MANAGEMENT STUDIES
Second Party : Not Applicable
Stamp Duty Paid By : ASSOCIATION OF MANAGEMENT STUDIES
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



सत्यमेव जयते



₹100

IN-UP64492129837067V

Please write or type below this line

AGREEMENT

This Agreement is executed at New Delhi this Nineth day of August, Two Thousand Twenty ~~Two~~ ^{Three} (2023)

between

The Technology Information, Forecasting and Assessment Council, hereinafter called the TIFAC, which is a society registered under the societies Registration Act XXI of 1860 having its registered office at AI Block, Ministry of Science & Technology, Technology Bhawan, New Mehrauli Road, New Delhi-110016

and

IIMT University (running under aegis of Association of Management Studies, a registered society), hereinafter called the Academic Partner (AP) and having its registered office at "O" Pocket, Ganga Nagar, Mawana Road, Meerut, Uttar Pradesh - 250001, a State Private University, established under the Uttar Pradesh State University Act No. 32 of 2016.

1



Gufran Ahmad



Signed By: Registrar -
VIRENDRA PAL
RAKESH
I attest to the accuracy
and authenticity of this
document
Location: IMT -
University Meerut
26.01.2024 19:55

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Government of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas TIFAC, based on its internal capability, experience and knowledge resource and towards fulfilling the need of developing Intellectual Property rights (IPR) professionals for the country vis a vis skilling the human resource, have decided to join hands with the IIMT University, Meerut, through developing, initiating and commencing Diploma and Certificate Programs/ Courses at the University, broadly in areas of Intellectual Property Rights (IPR), Intellectual Property Management and Technology Transfer, for a self-reliant and 'ATMANIRBHAR Bharat'.

Whereas IIMT University, based on its experience and expertise in handling, coordinating and implementing various undergraduate and post graduate courses in its campus at Meerut, has agreed to act as an Academic Partner (AP) of TIFAC for providing full infrastructural and academic/administrative support etc. for proper implementation of the Diploma and Certificate Courses in its University Campus through TIFAC technical support.

1.0 Broad Objectives

- i. Capacity building and developing professional human resource capability in IPR and Technology Transfer towards 'AtmaNirbharta'.
- ii. Skilling human resource appropriately to cater to the current and future market demand in the area of managing IPR.
- iii. Imparting and disseminating practical knowledge in IP management towards boosting entrepreneurship/start up culture.
- iv. Developing a sustainable Public Private Partnership (PPP) model with focus on knowledge and experience sharing.

2.0 Detail of Programs/Courses

1. Diploma Course on "IPR and IP Management"

Objectives and Outcomes:

- This diploma course will help students/professionals to be able to understand different types of Intellectual Properties (IPs), ownership rights, scope of protection under different forms of IP, make aware about laws in India in this regard. Will evolve ability to contextualize real life situation for protection of IPR.
- Comprehending basics issues of all IP laws including patents, design and copyrights.
- Successful completion of the course will make student/professional to be able to recognize the importance and role of IP in organizations of different sectors of economy and industry.
- Will be able to conduct patentability and protect ability assessment with reasonable expertise in patent and other searches relating to IPR.
- Will be able to audit and value IP and assist institutions to build and exploit IP portfolio.
- Will be able to collect collate and analyze current issues and improve critical thinking in optimization of IP output of an organization.
- Will be able to evolve IP strategies for institution/firm.



- Develop understanding of global protection and exploitation of IP.
- Will be in a position to value IP, market IP and able to deal allied agreements.
- Skills to facilitate licensing and sale of IP.
- Develop skills to start their carrier in Law Firms, Research Organizations, academic institutions, R&D units of companies, Industries (pharma, chemicals, healthcare, biotech, software and ICT etc.), Media Units, consultancy firms, data-warehousing companies etc.

Eligibility Criteria:

Education Qualification: The candidate must have completed his/her **graduation in any discipline.**

Admission Process: Selection of the candidates into the Diploma course in “**IPR and IP Management**”, to be made through academic merit prepared based on the marks secured in their graduation program and interview by joint committee of TIFAC and IIMT University.

Intake and Seat Distribution: Open (Min. 50 & Max 100 students per batch).

Frequency of Diploma Course: TWO [2 Batch Per Year]

Mode of teaching: Classes to be held in Offline and Online Mode (Wherever possible online/virtual classes to be held). Offline/physical classes/lectures to be restricted to max. 50% of the lectures including practical/tutorials /training.

Class room teaching at IIMT University campus.

Orientation / Examination/Evaluation of students to be undertaken by TIFAC.

Scheme of Evaluation and Examination and Syllabus: Annexure 1.

2. Certificate Course on “IPR and Technology Transfer”

Objectives and Outcomes:

- This certificate course will help students/professionals to be able to understand different types of Intellectual Properties (IPs), ownership rights, scope of protection under different forms of IP, make aware about laws in India in this regard.
- Comprehending basics issues of IP law particularly patents, design and copyrights.
- Successful completion of the course will make student/professional to be able to recognize the importance and role of IP in organizations of different sectors of economy and industry.
- Develop capacity to identify protectable in product and services being offered.
- Will be able to conduct patentability and protectability assessment with reasonable expertise in patent and other searches relating to IPR.



- Will be able to audit and valuate IP and assist institutions to build and exploit IP portfolio.
- Will be able to collect collate and analyze current issues and improve critical thinking in optimization of IP output of an organization. Develop skills to start their carrier in Law Firms, Research Organizations, academic institutions, R&D units of companies, Industries (pharma, chemicals, healthcare, biotech, software and ICT etc.), Media Units, consultancy firms, data-warehousing companies etc.

Eligibility Criteria:

Education Qualification: The candidate must have completed or pursuing his/her graduation in any discipline.

Admission Process: Selection of the candidates into the certificate course in “IPR and Technology Transfer”, will be made through academic merit prepared based on the marks secured in their graduation program and interview joint committee of TIFAC and IIMT University.

Proposed intake and seat distribution: Open (Min. 50 & Max 100 per batch).

Frequency of Batches: TWO [2 Batch Per Year]

Mode of teaching : **Mode of teaching:** Classes to be held in Offline and Online Mode (Wherever possible online/virtual classes to be held). Offline/physical classes/lectures to be restricted to max. 50% of the lectures including practical/training.

Class room teaching at IIMT University campus.

Orientation / Examination/Evaluation of students to be undertaken by TIFAC.

Scheme of Evaluation and Examination and Syllabus: Annexure 2.

3.0 Roles and Responsibilities

3.1 TIFAC

- TIFAC would co-ordinate / supervise conduction of Diploma and Certificate courses / program. A course coordinator will be appointed/decided by TIFAC for this.
- TIFAC would conduct orientation program for the admitted students in offline/online mode with infrastructural etc. support from AP.
- TIFAC would provide full faculty support for conduction of classes and teaching of courses in hybrid mode (physical and online /virtual).
- TIFAC would provide support for project / practical training of the students in firms/industries, agencies, etc. to the extent possible, wherever required.



Signed By: Registrar -
VIRENDRA PAL
RAKESH
I attest to the accuracy
and authenticity of this
document
Location: IIMT
University Meerut
26.01.2024 19:55

- TIFAC would provide study material / lecture notes, examination papers (soft copy).
- TIFAC would conduct regular evaluation of students (internal and external).
- TIFAC may provide support to the AP for placement of students from the above courses, to the extent possible.
- TIFAC would provide hands on training/patent search support to students as per the syllabi.
- TIFAC would provide all support required for conduction of Practical/Fieldwork/Project/Training/ Internship, to the extent possible, and as required.
- TIFAC may provide partial scholarship (one time) based on need to the bright and needy students/professionals (to be decided by TIFAC alone).
- TIFAC may, at its discretion and based on need, appoint a local faculty/coordinator for courses, to be managed by TIFAC.
- TIFAC along with the AP will design a suitable certificate for course completion which will be a certificate to be given to students/professionals mentioning that the courses have been conducted by AP in collaboration with TIFAC as knowledge partner.
- TIFAC may conduct regular course review/discussion meetings, workshop for AP course coordinator etc. at mutually convenient dates, based on requirement.

3.2 IIMT University (AP)

- The AP would provide all infrastructural support including the classrooms and seating arrangement for students, cabins for faculty and other necessary facilities and resources as required by the faculty/teachers for conducting online and physical classes etc. and for smooth conduction of the courses.
- The AP would appoint/entrust a responsible senior level course coordinator cum liaising person at their side for proper and smooth conduction of courses at university and communicating/interacting with TIFAC.
- The AP would undertake all publicity, advertising etc. related activities for widespread promotion of courses and admission.
- The AP would collect the course fees from students/professionals and would ensure timely remittance of TIFAC's share. TIFAC's share to be based on financial modalities as in clause 4.2 .
- The AP would provide suitable and appropriate lodging/stay and food etc. to the TIFAC faculties (single occupancy basis) without any charges during the entire duration of stay of TIFAC faculty for undertaking physical classes. In case stay is organized at a distance from university / classrooms, AP to provide local conveyance (non-chargeable) to faculty.
- The AP would provide/share all admission and selection related data with TIFAC along with details of students/professionals admitted per batch and copy of fee receipts.
- The AP to undertake all outreach efforts for filling up full seats in the above-mentioned courses.
- The AP would promote collaboration with TIFAC on its website and in advertisements designed for course promotions.
- The AP to provide free access to TIFAC faculty/ officials in the university campus solely for the purpose of conduction of above courses.



- The AP to participate in any course related review/discussion meeting, workshop etc. conducted by TIFAC for the benefit of the courses and ensure participation of suitable person.
- AP to take consent of TIFAC for approving design and printing course completion certificates, promotional materials etc.
- The AP to take consent of TIFAC after giving suitable time as required before starting the batches. Prior intimation of at least 30 days in advance to be given.
- AP to provide all requisite documents etc. related to TDS deduction, tax exemption, GSTN number/certificate copy etc., if any, to TIFAC on demand.
- AP will be responsible to take all due permissions etc. required for the conduction of such courses in the University from authorities/nodal bodies, if required.
- AP to extend full support to TIFAC in matters related to course conduction/administration and follow up etc.
- AP to collect feedback of students/professionals on the course and submit the report to TIFAC with suggestions.

4.0 Financials

4.1 Course Fees:

- Diploma Course on "IPR and IP Management": ₹ INR50,000 for students and ₹ INR60,000 for professionals as part time.**
- Certificate Course on "IPR and Technology Transfer": ₹ INR25,000 for students and ₹ INR35,000 for professionals as part time.**

4.2 Financial Modalities: Revenue Sharing

All course fees collected by the AP from students and professionals as in 4.1 above for the above-mentioned courses as in 2.0 to be shared with TIFAC in the ratio as under:

TIFAC	IIMT University
50% of collected fees	50% of collected fees

Release of course fees to TIFAC:

Diploma Course

- 50% of the collected fees per course per batch before commencement of classes.
- 30% of the collected fees per course per batch after completion of 1st Semester.
- 20% of the collected fees per course per batch at the end of 2nd Semester but before final examinations.

Certificate Course



6



Signed By: Registrar -
VIRENDRA PAL
RAKESH
I attest to the accuracy
and authenticity of this
document.
Location: IIMT
University Merut
26.01.2024 19:55

- 50% of the collected fees per course per batch before commencement of classes.
- 50% of the collected fees per course per batch at the end of the course but before examinations.

5.0 Terms and Conditions

- 5.1 The AP should not start similar courses on IPR with its own resources or otherwise in the University or elsewhere, online or offline, without obtaining prior permission from TIFAC till the duration this agreement is valid between the two parties (TIFAC and the AP). Any such attempt will be treated as breach of agreement terms and conditions and would attract penalty to be decided by TIFAC. In case AP would like to start such courses in future upon expiry of the agreement or otherwise, may be undertaken with prior permission of TIFAC, DST.
- 5.2 There should not be any deviation from the agreement terms. In case, if it is very necessary, a request can be made to TIFAC for consideration. In such cases where course correction, any modification is imperative, it is to be done with mutual consent of both the parties and will become part of this agreement.
- 5.3 The AP will provide quarterly progress report giving the progress of work as well as future action plan.
- 5.4 The AP to submit statement of account related to the above courses to TIFAC as and when demanded by TIFAC in a suitable format provided by TIFAC.
- 5.5 TIFAC at its discretion, shall have the right to access the book of accounts of the AP for the fund collected from these courses.
- 5.6 AP will be responsible for any subsequent issues arising out of these courses at the University, if any.
- 5.7 TIFAC support will be provided to IIMT University, Meerut for carrying out the Diploma and Certificate courses only if the number of admissions in each course per batch will be equal to or greater than 50. TIFAC reserves the right not to start the courses if the number of admissions is less than 50 per batch in each course.

6.0 Intellectual Property rights

- 6.1 All the course material developed for the purpose of the said courses would be the property of TIFAC, which includes lecture notes, presentations, question papers, reports/projects etc. TIFAC will be the sole owner of the copyrights.
- 6.2 TIFAC would allow AP to utilize the copyrights for the sole purpose of conducting courses under this agreement with consent of TIFAC.



7



Signed By: Registrar -
VIRENDRA PAL
RAKESH
I attest to the accuracy
and authenticity of this
document
Location: IIMT
University Meerut
26.01.2024 19:55

6.3 During the implementation of said courses any action or use of any IP of third party, knowingly or unknowingly by party or parties results in infringement or attract any penalty or damage will be considered wrongful use of IP, party/parties who does wrongful use of IP indemnifies other party/parties from such damages.

7.0 **Amendment of the Agreement**

No amendment or modification of this Agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modification / changes shall be effective from the date on which they are made/ executed unless otherwise agreed to by both the parties.

8.0 **Tenure of the Agreement**

The agreement shall be effective from the date of signing of the agreement. If Agreement is signed through circulation by post, the date on which TIFAC signs the Agreement shall be considered as effective. The Agreement shall be valid for a period of **Five (5) years**. Academic Partner (AP) shall be responsible for their successful completion and settlement of accounts irrespective of the extension of the agreement. Based on existing synergy of this collaboration, TIFAC and AP may extend the tenure of the agreement with mutual consent. However, a review of the performance may be undertaken after a period of three (3) years by both the parties.

9.0 **Short closure or Termination**

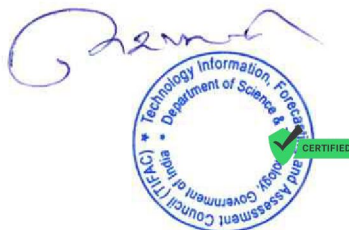
Short closure or termination of the agreement is possible only after completion of the ongoing courses by both the parties. No intermediate short closure or termination of the agreement is allowed. Any termination of the agreement to be done after serving one month written notice to the other party and only after completion of courses, settling of funds due/accounts etc.

10.0 **Force Majeure**

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes strike, lockouts, epidemics, riots, civil commotion, Govt. policy etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond one month, the parties shall then mutually decide about the future course of action.

11.0 **Notices**

All notices and other communications required to be served on IIMT University, Meerut, including for violation of the terms and conditions of this Agreement shall be



considered to be duly served, if the same shall have been delivered by hand or posted by registered mail or speed post to the party at its address as below:

Registrar
IIMT University, O Pocket, Ganga Nagar, Mawana Road,
Meerut-250001

Similarly, any notice to be given to the TIFAC shall be considered as duly served if the same shall have been delivered by hand or posted by registered mail or speed post to the TIFAC at its registered office address given below:

In-charge (Administration & Establishment),
Technology Information, Forecasting and Assessment Council,
AI Block, Ministry of Science & Technology, Technology Bhawan, New
Mehrauli Road, New Delhi-110016

12.0 Dispute Resolution

- 12.1 If any dispute or difference arises between the Parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any Party against other or in regard to any matter under these presents but excluding any matters, decisions of determination of which is expressly provided for in this agreement, such disputes or differences shall be first discussed between the Executive Director, TIFAC and the Vice Chancellor of the University (AP), for reaching out on a consensus decision before proceeding to clause 12.2 of this agreement.
- 12.2 If any dispute or difference arises between the Parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any Party against other or in regard to any matter under these presents but excluding any matters, decisions of determination of which is expressly provided for in this agreement, such disputes or differences shall be referred to the sole arbitrator appointed by Delhi International Arbitration Centre, Delhi High Court Campus, Shershah Road, New Delhi-110503 and the decision of the Sole Arbitrator shall be final and binding on all the Parties. A reference to the arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Reconciliation Act, 1996, and the rules framed thereunder for the time being in force.
- 12.3 The venue and seat of the Arbitration shall be at Delhi.
- 12.4 Each Party shall bear and pay its own cost of the arbitration proceedings unless the arbitrator otherwise decides in the award.
- 12.5 The provision of this clause shall not be frustrated, abrogated or become in-operative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.



9



Signed By: Registrar -
VIRENDRA PAL
RAKESH
I attest to the accuracy
and authenticity of this
document
Location: IIMT
University Meerut
26.01.2024 19:55

12.6 If the TIFAC or the AP does not make any claim or demand or raise any dispute or difference in terms of Sub Clause 12.2 of this agreement within six months from the date on which such claim or demand arises, the TIFAC or the AP shall deem to have waived and abandoned such claim or demand or the right to raise such dispute or difference.

13.0 Jurisdiction

Subject to the Dispute Resolution Clause 12.0 hereof the courts at New Delhi shall have exclusive Jurisdiction in all matters concerning this Agreement including any matter arising out of the arbitration proceedings or any award made therein.

In witness where of the parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinabove.

Signed for and on behalf of
IIMT University, Meerut

Signed for and on behalf of
TIFAC, New Delhi

(Dr. V.P. Rakesh)
REGISTRAR

Registrar
IIMT University, Meerut
U.P. Act No. 32 of 2016

मुकेश माथुर / MUKESH MATHUR
वैज्ञानिक 'एफ' एवं प्रभारी (प्रशा. एवं स्था.)
Scientist 'F' & In-charge (Admin. & Estb.)
प्रौद्योगिकी सूचना, पूर्वानुमान एवं मूल्यांकन परिषद (टाइफाक)
Technology Information, Forecasting and Assessment Council (TIFAC)
(मिशन एवं प्रौद्योगिकी विभाग, भारत सरकार / Deptt. Of Science & Technology, Govt. of India)
नई दिल्ली-110016 / New Delhi-110016

Witness (Signature, name, designation & address)

1.
(Neelam Sharma)
Asst. Registrar
Assistant Registrar
IIMT University, Meerut (U.P.)

2.
(VAIBHAV SHARMA)
Incubation Manager.

IIMT Business Incubator Foundation
Meerut (U.P.)

1.
(RAHUL KUMAR)
Sc-E, TIFAC

2.
(Sangeeta Nagar)
Sc-'F', TIFAC

