

**MEMORANDUM OF UNDERSTANDING  
GETTING ASSOCIATED FOR INTELLECTUAL PROPERTY ACTIVITIES WITH  
JECRC COLLEGE**

This Memorandum of Understanding (MoU) is made on this Tuesday, the 24<sup>th</sup> day of December 2019 by and between

JECRC College having its main campus address as Plot No. IS-2036 to IS-2039 Ramchandrapura Industrial Area Jaipur, Sitapura, Vidhani, Rajasthan 303905 (hereinafter referred to as '**JECRC College**'), which expression shall include their subsidiaries, branch offices, associations, administrator, legal heirs, group institutions, etc.).

AND

**Verispire Inc., a California, (USA) registered company** through its Indian entity Verispire Technologies pvt. Ltd. (herein after referred to as '**Verispire**') having its offices at C-25, Second Floor, Sector 8, Noida, Uttar Pradesh 201301, which expression shall include their subsidiaries, branch offices, associations, administrator, legal heirs, etc.

**1. BACKGROUND:**

- 1.1. Verispire is an intellectual property consulting company engaged in creating valuable business assets for our clients by safeguarding their intellectual property. We provide the best in class and wide array of intellectual property consulting services to our clients worldwide.
- 1.2. JECRC College has its campus in Jaipur, the capital city of Rajasthan and the famous tourist and business city in north-western India. The 32-acre JU campus combines unique classical architecture and thoughtful layout and landscaping to create a perfect learning ecosystem. JECRC College is driven by the spirit of innovation-led research. This is spelt out in infrastructure as well as practices.
- 1.3. Verispire also conducts hands-on workshops, lecture series and seminars to educate and train the in-house personnel of companies, educational institutions, government and semi-government bodies towards aspects of creation, management and commercialization of IP.
- 1.4. Whereas, JECRC COLLEGE is desirous of getting associated with Verispire for Developing Innovation and Research initiatives or streamlining existing IP process, if any with the following primary objectives:
  - 1.4.1. **Facilitate in developing IP Curate Labs with all the activities mentioned in the proposal and mutually agreed (Annexure A)**
  - 1.4.2. Facilitate patent searching, drafting and patent filing.
  - 1.4.3. Facilitate in patent prosecution cycle
  - 1.4.4. **Provide complete IP management**
  - 1.4.5. Encourage creativity and innovation.
  - 1.4.6. Provide other IP filings (Trademark, Design, Copyright, etc), the time taken to do each task mentioned clearly in Annexure C

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JECRC College &

- 1.4.7. Organize training programs, seminars, and workshops.
- 1.4.8. Encourage creativity and innovation.
- 1.4.9. Recommend initiatives to sensitize and strengthen JECRC College on IP.
- 1.4.10. Verispire will look out the end to end IP activities of JECRC College.
- 1.4.11. **Commercialization of Intellectual Property.**
- 1.4.12. Recommending and creating IP Policy for Institution

**The two parties to the MoU, with the intention of both being legally bound, accept the following terms and conditions:**

**2. RESPONSIBILITIES OF VERISPIRE:**

- 2.1. To act as a resource body to handle the complete innovation and research activities of the JECRC College.
- 2.2. Offer total support and guidance in the field of IP, on a paid and complementary basis as the case may be.
- 2.3. To act as a resource body for rendering research & intellectual property training programs, conducting seminars and workshops including the development of program structure and module development.
- 2.4. To recommend initiatives to sensitize and strengthen the innovation culture in JECRC College
- 2.5. To look after all IP activities (Patent, Trademark, Copyrights, Design) of JECRC College.

**3. RESPONSIBILITIES OF JECRC COLLEGE GROUP OF INSTITUTIONS:**

- 3.1. To provide infrastructure for establishing IP Curate Lab – an IP Cell powered by Verispire and administrative support in case required for IP related activities.
- 3.2. To encourage the faculty members and students to associate with sensitization programs on IP.
- 3.3. All other support and assistance that would be required in seamlessly carrying on all the activities in IP Curate Lab.

**4. INVOICING**

- 4.1. Verispire will raise an invoice according to the type of project (pricing in annexure).
- 4.2. Verispire will raise an invoice for government fee in advance and any government filings or submissions will be done within 3 to 5 working days of receiving the fee in Verispire's accounts.
- 4.3. JECRC College shall make the payment towards the invoice raised by Verispire within 5 days of receipt of the invoice. In case the payment is delayed for more than 15 days then an interest of 1.5% per month, on the invoiced amount shall be applicable.
- 4.4. All Invoice will be generated as per mutually agreed price. It is to be noted that the fees mentioned in the annexure are exclusive of GST Tax charges and the same will be applied over the fee amounts mentioned in the annexure.

**5. INTELLECTUAL PROPERTY RIGHTS:**

- 5.1. All intellectual property rights in the training material and the method of training is sole property of Verispire and will completely vest with Verispire.

*Sandeep*  
22/12/19

*V. P. Singh*  
PRINCIPAL  
JECRC Engineering College &  
Research Centre  
Jaipur-302022



6. **COORDINATION AND CONTACT PERSONS:**

- 6.1. For Verispire: The contact person for the purpose of services and support activities rendered under this MoU will be:  
Param Doshi  
Business Development Executive  
Verispire Inc.  
Email: [param.doshi@verispire.net](mailto:param.doshi@verispire.net)  
Contact: 9560087801
- 6.2. The contact person at JECRC COLLEGE for the purpose of support activities under this MoU will be:  
Prof. Manish Jain  
Deputy Director, Special Projects,  
JECRC College  
Email: [manishjain.me@jecrc.ac.in](mailto:manishjain.me@jecrc.ac.in)  
Contact: 7229823455

7. **FORCE MAJEURE**

In the event of non-fulfillment of the terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither JECRC College nor Verispire shall be held responsible for any loss or consequential loss.

8. **LIABILITIES**

- 8.1. JECRC College shall not, however, be liable for:
- any payments of claims by employees or associates of Verispire.
  - discharging any financial commitments made by Verispire outside the scope of this MoU and without consulting JECRC College.
  - any suit on account of demands and other laws by Verispire which have no nexus with the object of the MoU being entered into.
- 8.2. Verispire shall not, however, be liable for:
- any payments of claims by employees or associates of JECRC College.
  - discharging any financial commitments made by JECRC College outside the scope of this MoU and without consulting Verispire Inc.
  - any suit on account of demands and other laws by JECRC College which have no nexus with the object of the MoU being entered into.

9. **BREACH OF MoU:**

Both parties to the MoU will have the right to terminate the MoU, in case the terms and conditions of the MoU are violated by either party, by giving written notice of 3 months to the violating party.

*Param Doshi*  
24/12/19

*V. Doshi*  
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Research Centre  
Jaipur-302022

10. **AMENDMENT TO THE MoU**

The obligation of JECRC College and Verispire have been outlined in this MoU. However, during the operation of the MoU, circumstances may arise which call for alteration or modifications of this MoU. These modifications/alterations will be mutually discussed and agreed upon in writing.

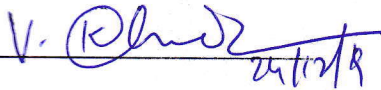
11. **PERIOD OF VALIDITY**

This MoU shall be initially valid for 3 years from the date of signing the MoU and to be renewed subsequently by mutual consent of both the parties.

12. **DISPUTE RESOLUTION**

Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the MoU.

For JECRC College



Prof. V K Chandna, Principal,  
Jaipur Engineering College & Research Centre

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**Jaipur Engineering College**  
**Research Centre**  
**Tonk Road, Jaipur-302022**

For Verispire Inc

  
22/12/19

Sandesh Agarwal, Sr. Manager,  
Verispire Inc.

## ANNEXURE A: SERVICE MODEL/OFFERING

Payment Plans	Retainer Fees	Features
Advanced	INR <del>50,000/-</del> per month <i>Sandesh</i> <i>24/12/19</i>	<ul style="list-style-type: none"> <li>- Formation of IPCurate Labs for end-to-end IP and IP Consultancy processes</li> <li>- Payment of prosecution support services according to Annexure B</li> <li>- 100 Prior Art Searches complimentary from team IPCurate</li> <li>- College Specific E-mail ID for all IP requirements</li> <li>- Monthly team-visits for in IPR and collection of IDF forms, discussions with the inventor</li> <li>- Initial class-to-class awareness seminars with teacher training on IP conducted in the classes of students of the institute once in a year</li> <li>- Guest lectures on IP by an IP-expert on random topics mutually decided on a regular basis</li> <li>- Training programs – separate for faculty and students as FDPs and SDPs on a regular basis</li> <li>- IP value recognition and scalability through proper IP licensing and technology transfers on novel ideas with yearly audit.</li> <li>- With 1 dedicated account manager and dedicated technical manager, plus one year subscription of IP Management technical tool will be provided and basic in-house searching tool.</li> </ul>

*Sandesh*  
*24/12/19*

*V. @w*  
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 Research Centre  
 Tonk Road, Jaipur-302022



# ANNEXURE B: FILING FEE STRUCTURE

Patent Applications(For Universities)

Description	Government Fee(in INR)	Professional Fees(in INR)	Total Fees(in INR)
<b>SEARCH &amp; OPINION</b>			
Patentability Search	NA	6,500	6,500
<b>PREPARATION &amp; FILING</b>			
Provisional Patent Application	8,000	14,000	22,000
Complete filing of Provisional Patent Previously Filed	NA	18,000	18,000
Complete Patent Application(Preparation & Filing) with Complete Specification	8,000	28,000	36,000
<b>REQUESTS</b>			
Early Publication Request(Can be filed before scheduled 18 months from time of filing)	12,500	2,500	15,000
Request For Examination(Mandatory)	20,000	3,000	23,000
<b>PROSECUTION</b>			
Office action response	NA	12,000	12,000
Hearing and Filing response, <b>if required</b>	NA	15,000	15,000
Forwarding of Patent Registration Certificate	NA	1,000	1,000

## Other IP Related Activities

### Development of IP Policy

Requirement	Professional Fees	Total
Every industry must have a strong IP Policy to protect its IP and safeguard the company's IP system	10000 INR	10000 INR

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## Other IP Services

### Trademark Applications

Description	Government Fee(in INR)	Professional Fees(in INR)	Total Fees(in INR)
<b>SEARCH</b>			
Trademark Availability Searches per mark per class with report	NA	700	700
<b>FILING</b>			
Trademark Registration (Preparation & Filing)	9,000	7,500	16,500
Trademark Objection Reply	1,000	5,000	6,000
<b>PROSECUTION</b>			
Office Action Response	NA	7,000	7,000
Hearing, <b>if needed</b>	NA	9,000	9,000
Receiving and Forwarding of Trademark Registration Certificate	NA	1,000	1,000

### Industrial Designs

Description	Government Fee(in INR)	Professional Fees(in INR)	Total Fees(in INR)
<b>FILING</b>			
Preparation & filing of Design registration application	7,500	7,500	15,000
Industrial Design Objection Reply	NA	7,000	7,000
<b>PROSECUTION</b>			
Office Action Response	NA	7,000	7,000
Hearing, <b>if needed</b>	NA	12,000	12,000
Receiving and Forwarding of Design Registration Certificate	NA	1,000	1,000

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## Copyright Registration Filing

Description	Government Fee(in INR)	Professional Fees(in INR)	Total Fees(in INR)
FILING			
1. Literary/Artistic work or Software Code	500	7,500	8,000
2. Audio Recordings	2,000	8,500	10,500
3. Cinematographic Film	5,000	9,500	14,500
PROSECUTION			
Receiving office action, studying of objections received and preparing and filing of appropriate responses at the Copyright Office	NA	5,500	5,500
Attending hearings, preparing and filing written statements at the Copyrights Office, <b>if needed</b>	NA	10,000	10,000
Receiving and Forwarding of Copyright Registration Certificate	NA	1,000	1,000

## Paralegal Services

Govt. Fees	Professional Fees	Total
As per actuals	Project-to-project basis	-




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## ANNEXURE C: TIMEFRAMES

S.No.	Services	Timeframe Required to Complete Task(Working Days)
1	Patentability Search	3-5 Days
2	Provisional Drafting	5-7 Days
3	Complete Drafting after Provisional	15-18 Days
4	Invalidation/Validity Search	7-10 Days
5	Freedom to Operate	15-20 Days
6	Infringement Analysis	4-5 Days
7	State of Art Search	15-20 Days
8	Landscape Analysis	20-30 Days

\*\*Payment of services mentioned in Annexure B which were not enlisted earlier to occur on a case-to-case basis.

It is to be noted that the above fees are exclusive of GST Tax charges and the same will be applied over the fee amounts mentioned in this document.

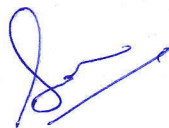
\*\*On filing of more than 10 claims, an extra applicable 1,600 INR Govt. Fee and 500 INR Professional fee


\*\*On filing of more than 30 sheets on specifications, an extra applicable 800 INR Govt. Fee and 300 INR Professional Fee

\*For PCT and International Filings, fee schedule on request.

\*\*It is also to be noted that travel arrangements and accommodations will be paid and accounted for by the University

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