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[वै.औ.अनु.वि. का उद्यम, विज्ञान एवं प्रौद्योगिकी मंत्रालय भारत सरकार]
अनुसंधान विकास, 20-22, जमरुदपुर कम्युनिटी सेन्टर, कैलाश कालोनी एक्स., नई दिल्ली-110048 भारत

CIN: U74899DL1987GOI002354

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National Research Development Corporation

[An Enterprise of DSIR, Ministry of Science & Tech., Govt. of India]

Anusandhan Vikas, 20-22, Zamroodpur Community Centre, Kailash Colony Extn., New Delhi-110048 INDIA

THROUGH SPEED POST

No. NRDCHQ/BD/MOA /SLIET /2024

September 25, 2024

Prof. Himadri Roy Ghatak

Associate Dean (Research & Consultancy)

Professor, Chemical Engineering Department

Sant Longowal Institute of Engineering and Technology,

Longowal -148106, Dist. Sangrur, Punjab

Ph: 9478392298

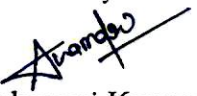
Sub: Regarding submission of Original copy of MoA to Sant Longowal Institute of Engineering and Technology, Longowal for reference and record

Dear Sir,

This is with reference to the letter dated 5th August 2024 regarding execution of Memorandum of Agreement between NRDC and SLIET Longowal for commercialization of Technology through NRDC.

Now the MoA has been executed at both the end on 18th September 2024. In this regard, we are enclosing herewith one original signed copy of MoA prepared on Non-Judicial stamp papers for your reference and record and another copy is retained by NRDC.

Thanking you,
Yours faithfully,


(Shri Ashwani Kumar)

Deputy Manager

Mob: 7042983107

Email: ashwanik@nrdc.in

MEMORANDUM OF AGREEMENT

BETWEEN



NATIONAL RESEARCH DEVELOPMENT CORPORATION

[An Enterprise of DSIR, Ministry of Science & Technology, GoI]

20-22, Zamroodpur Community Centre, Kailash Colony Extension,

New Delhi 110048

AND



Sant Longowal Institute of Engineering and Technology

Longowal, Distt. Sangrur, Punjab-148106, India

FOR

**PROVIDING TECHNOLOGY COMMERCIALISATION AND CONSULTANCY
SERVICES**



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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) entered into this 18th day of September 2024

NATIONAL RESEARCH DEVELOPMENT CORPORATION, an Enterprise of Department of Scientific & Industrial Research, Ministry of Science & Technology, Government of India, dealing within the meaning of and registered under the Companies Act, 1956, and now being administered under Section 8 of the Companies Act, 2013, having its Registered Office at 'Anusandhan Vikas', 20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi 110048 (hereinafter called '**NRDC**' which expression shall include its successors in interest/business and permitted assigns) of the **ONE PART**

AND

Sant Longowal Institute of Engineering and Technology Longowal, an autonomous body, established by Ministry of Human Resource and Development (MHRD), in the year 1989 and fully funded by Govt. of India and controlled by SLIET society, registered under Societies Registration Act, 1860 and Having its Campus at Longowal, Distt. Sangrur, Punjab-148106, India(hereinafter called **SLIET** which expression shall include its successors in interest/business and permitted assigns) of the **OTHER PART**,

WHEREAS 'NRDC' is a company established by the Government of India with the objectives, inter-alia of promotion, development, licensing and commercial exploitation of indigenous technology, know-how and inventions, including the technical and engineering know-how generated by various publicly funded R&D laboratories and institutions. Since its inception, '**NRDC**' has already transferred to industry and successfully commercialized a large number of technologies both in India and abroad.

WHEREAS 'SLIET' awards its own Certificates, Diplomas, Undergraduate and Postgraduate approved and recognized by AICTE, New Delhi. Ph.D. programmes have also been started after it attaining status of Deemed to be University. The institute would take up a strategic research and development activities which along with entrepreneurship will help in extending the efforts of the institute in imparting education to the unemployed and working population by updating and upgrading their technical skills.

AND WHEREAS 'SLIET' and NRDC recognize the respective strengths of the two organizations and accordingly agree to cooperate in the development of technologies and their successful transfer to industry for commercial exploitation and socio-economic benefits.

Since its inception the '**SLIET**' act as an international podium for the development and transfer of technical competence in academics. It has generated invention(s) / process (es)/product(s) /technology (ies)/ know-how/ copyrights/ trademarks, etc. (hereinafter called '**Technologies**') which may be commercially exploited by the industry.



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'NRDC' and 'SLIET' will be called individually as 'Party' and collectively as 'Parties'.

Now therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follow:

1. Subject to the conditions hereinafter contained 'SLIET' agrees to assign to 'NRDC' on a case to case basis technologies relating thereto (where the technologies have already been or shall be directly patented by 'SLIET'), free from encumbrances, for the sole and absolute right of licensing and commercial exploitation by 'NRDC'.
2. 'SLIET' also agrees to provide 'NRDC'/Licensee of 'NRDC' as the case may be, technical and engineering know-how relating to such Technology (ies) / Know-how, etc. consisting of documented technical information on the mode of working and using the same by an industry, as may be necessary to commercialize the said Technology (ies) / Know-how, etc. and associated patents / designs / copyrights / trademarks, etc. during the currency of this MOA being in force.
3. 'SLIET' agrees to provide a demonstration of the Technology(ies) / Know-how which are licensed by NRDC to the licensee at 'SLIET' on the scale at which the technology(ies) / Know-how have been developed by 'SLIET', within a reasonable time preferably within 60 days of the date of signing of the license agreement by the licensee with 'NRDC' to familiarize appropriately qualified personnel of the licensee and provide expert assistance to the licensee for implementation of the licensed invention / process / product / technology, etc.
4. NRDC' agrees to give publicity to the availability of the Technology(ies) / Know-how assigned to it by 'SLIET' for commercial exploitation and also agrees to generate necessary market data/profiles, prefeasibility, feasibility and project reports, to promote speedy and effective licensing and commercialization of the said Technology(ies) / Know-how, etc.
5. 'SLIET' will be communicating the commercial terms and conditions for licensing of Technologies to 'NRDC' at the time of transfer. 'SLIET' and 'NRDC' may also mutually decide the commercial terms and conditions for Technologies whenever required. 'NRDC' also agrees to inform the 'SLIET' about the negotiations for mutually deciding the fee to be charged from the prospective licensee at the time of transfer of Technology (ies) / Know-how.
6. In consideration of the assignment, provision of technical information and documentation and technical services as aforesaid by 'SLIET', 'NRDC' agrees to remit to '70%' of the entire fees (Lumpsum Premium and Royalties) received by it from the licensees arising from the said commercial exploitation of the Technology (ies) / Know-how, of 'SLIET' assigned to 'NRDC'. The royalties payable to 'SLIET' shall continue for a fixed period agreed between 'NRDC' and the licensee, and 'NRDC' will apply its well established and time tested methods



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of monitoring the extent of exploitation of the said Technology (ies) / Know-how to ensure full and effective payment of royalties by the licensee concerned.

7. The premia and the royalty agreed upon by 'NRDC' and the licensee and the period of licensing will be finalized by 'NRDC' in consultation with 'SLIET'.
8. In view of the cooperation provided for under this MOA, 'NRDC' agrees to advise 'SLIET' and render all possible assistance to 'SLIET' in the filing of patent applications (both in the country and abroad) on Technology (ies), which 'SLIET' assigns or proposes to assign to 'NRDC' for licensing on the understanding that when the said patents are granted, 'SLIET' would assign those patents to 'NRDC' for commercial exploitation.
9. 'NRDC', after due consultation with 'SLIET' on case to case basis, hereby agrees, in case of revocation proceedings against a technical know-how assigned to it by 'SLIET' to protect the said patent/design/trademark underlying Technology(ies) / Know-how and in such a case, the expenses will be borne by 'SLIET'.
10. 'NRDC' agrees to take all measures in its control to oppose Indian Patent / design / trademark application(s) filed by other parties which application(s) may be detrimental to the invention / process / product / technology, etc. assigned to 'NRDC' by 'SLIET' and 'SLIET' agrees to provide 'NRDC' all assistance in this regard. The expenses will be borne by SLIET.
11. For obtaining the patent(s)/ design(s)/copyright(s)/trademark(s) etc. in India or abroad on the invention(s)/ Process (es)/ Technology (ies) etc., 'NRDC' will provide the services on consultancy basis to SLIET.
12. 'SLIET' shall pay to NRDC as per the mutually agreed charges / fees to NRDC for all other consulting services if required by SLIET on case to case basis.
13. NRDC shall provide **Technology Readiness Level (TRL)** assessment services on a case-by-case basis to institutions, universities, Entrepreneurs and Startups through consultancy arrangements. TRL is utilized to evaluate the readiness and viability of technologies developed by SLIET for purposes such as commercialization, market deployment, or further research and development initiatives
14. In case 'NRDC' does not commercialize the assigned technologies within five years from the date of Assignment with 'SLIET', the parties shall meet and decide on the further course of action and if there are no immediate prospects of commercialization, the assigned technologies shall be reassigned to 'SLIET' and 'NRDC' shall not use the information relating to such technologies in any manner whatsoever, thereafter.



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NRDC

15. Either party shall save and indemnify, protect and keep saved and indemnified the other party against all claims, actions, losses, costs, damages, expenses, legal suits and other proceedings resulting from and arising out of actions, inaction or negligence of either party or their employees, agents or for violation of any provision of this MOA or any provision thereof by any party or its employees or for infringement of any patent, trademark, designs or copyright and non-performance of technical know-how/technology.
16. Neither party shall be held responsible for non-fulfillment of their respective obligations under this MOA due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquake, Epidemics, Riots, etc. provided on the occurrence and cessation of any of the event, the party affected thereby shall give a notice in writing to the other party immediately after, but not later than one month of such occurrence. The period between the occurrence and cessation of such an event will be excluded while calculating the period during which the party has to perform his obligations as per the said agreement. If the force majeure conditions continue beyond Six months, the parties shall then mutually decide about the future course of action.
17. If either party fails to fulfill its respective obligations as set out in the previous clauses of this MOA, both parties shall urgently consult one another with a view to correcting the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, the other party may terminate this MOA by giving thirty (30) days notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to MOA which have been accrued prior to such termination.
18. **Upon such termination as set out in Clause 17:**
- (i) The license(s) granted by 'NRDC' shall continue for the period agreed between 'NRDC' and the licensee(s) concerned. Thereafter such Technologies assigned to 'NRDC' shall be reassigned to 'SLIET'. 'NRDC' also agrees not to grant any further license(s) of the Technology (ies) / Know-how to any further party (ies). All amounts accrued for payment to 'SLIET' by 'NRDC' on the date of termination shall be paid by NRDC after closing of annual account of 'NRDC'. As for payment accruing thereafter from such commercialized Technologies in respect of which license(s) have already been granted by 'NRDC' and subsisting on the date of termination of this MOA, 'NRDC' will continue to remit them to 'SLIET' as if the MOA is in full force and effect; and
- (ii) The Technology (ies) assigned to 'NRDC' by 'SLIET' which have not been commercialized by 'NRDC' shall stand withdrawn and shall be reassigned to 'SLIET'. Thereafter 'NRDC' shall not use or cause other parties to use documents of such Technologies in any manner whatsoever.
- (iii) After reassignment of the Technology(ies) / Know-how back to 'SLIET' by 'NRDC', further prosecution / maintenance of the patents/ designs / copyrights/



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trademarks, etc. associated with the Technology(ies) / Know-how filed in India and foreign countries will be done by 'SLIET'.

19. Arbitration and Jurisdiction

- I. If any dispute or difference arises between the Parties hereto as to the construction, interpretation, effect and implication of any provision of this Memorandum of Agreement (MoA) including the rights or liabilities or any claim or demand of any Party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Memorandum of Agreement, such disputes or differences shall be referred to the sole Arbitrator to be appointed out of the panel of Arbitrators of National Research Development Corporation (NRDC) with the consent of both the Parties failing which the aggrieved Party shall be competent to refer the dispute to any of the Arbitrators from the panel of Arbitrators of National Research Development Corporation for the appointment of sole Arbitrator in accordance with the Arbitration & Conciliation Act, 1996 (as amended / modified from time to time) and rules framed thereunder for the time being in force (the Act) and the reference to arbitration shall be deemed to be submission within the meaning of the Act.
 - II. If however, 'SLIET' or 'NRDC' does not make any claim or demand or raise any dispute or difference in terms of this sub-clause (I) of Clause 19 within one year from the date on which such claim or demand arises, 'SLIET' or 'NRDC' shall be deemed to have waived and abandoned such claim or demand or the right to raise such dispute or difference against the other party.
 - III.
 - a) The venue of the arbitration shall be at New Delhi and the language of arbitration proceedings shall be English only.
 - b) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
 - c) The provisions of this Clause shall not be frustrated, abrogated or become inoperative notwithstanding this MOA expires or ceases to exist or is terminated or revoked or declared unlawful.
 - d) The High Court of Delhi at New Delhi and Courts subordinate to it shall have exclusive jurisdiction in all matters concerning this MoA agreement including any matter arising out of the Arbitration proceedings or any Award made therein.
20. This MOA is valid for **(10) Ten years** from the date of signing but may be extended for further periods by mutual agreement between the parties.
21. This MOA shall become effective on and from the date, it is signed.
22. This MoA has been made in two originals so that each party may have one original for its reference and record.



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IN WITNESS WHEREOF, both the parties herein set their respective hands and seals on the day, month and year first above written in the presence of the following witnesses.

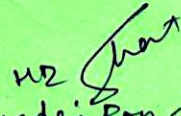
For and on behalf of
National Research Development
Corporation New Delhi


Anil Rastogi (Rtd)
Chairman and Managing Director
National Research Development Corporation
(An Enterprise of DSIR, Ministry of Science & Technology Govt. of India)
20-22, Zamroodpur Community Centre
Kailash Colony Extension, New Delhi-110048

Witnesses I

1. Signature 
Name: Suninder Singh
Designation: Dean (R&D)
Address: SLIET Longowal

Witnesses II


2. Signature 
Name: Himadri Roy Ghatak
Designation: Associate Dean (R&D)
Address: SLIET, Longowal

For and on behalf of
SLIET Longowal



Dr. Mani Kant Paswan
Director

Sant Longowal Institute of Engg. & Tech
संत लोंगोवाल अभियांत्रिकी एवं प्रौद्योगिकी संस्थान
Longowal - 148106, Punjab (India)
लोंगोवाल, संगरूर, पंजाब - १४८१०६

Witnesses I

1. Signature 
Name: Animesh Mishra
Designation: Dean (R&D)
Address: SLIET

Witnesses II

2. Signature 
Name: Ashwani Kumar
Designation: Deputy Manager
Address: NRDC, New Delhi