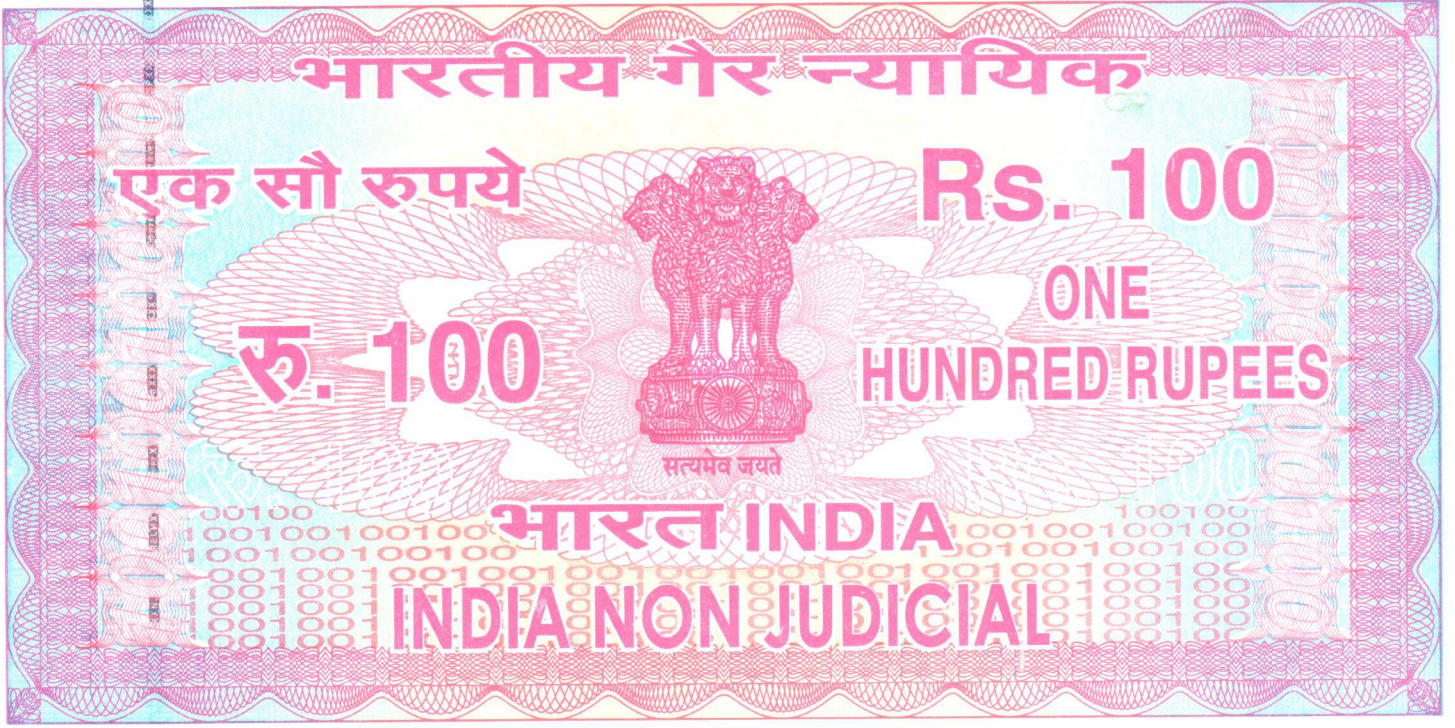




தமிழ்நாடு தமில்நாடு TAMILNADU

11/02/2021

Humcen Global Pvt. Ltd
Chennai - 45

CE 212464

R. Nirmala
R. NIRMALA
Stamp Vendor
9, SHANMUGAM ROAD,
TAMBARAM, CHENNAI-45.
L.No.: 9566 B1/2000 Dt.7.9.2000

Memorandum of Understanding

THIS AGREEMENT is made at this 12 day of FEBRUARY, 2021

BETWEEN

A. Sathyabama Institute of Science and Technology, having address at Jeppiaar Nagar,
Rajiv Gandhi Salai, Chennai - 600 119.

AND

B. HumCen Global Private Ltd, having office at No.17,F1,First Floor, Angels Nest
Tower, West Tambaram, Chennai-600045.

Hereinafter the Sathyabama Institute of Science and Technology, Chennai-600119 and HumCen Global Private Ltd, Chennai-600045 are referred to as the Party of the First Part and Party of the Second Part and collectively as PARTIES, and any form of Intellectual Property called as «IP»)

WHEREAS both the parties of the First Part and of the Second Part enter into this Memorandum of Understanding (MoU), hereinafter referred as Agreement, entitled to carry on their services on Intellectual Property Rights (IPR) which includes Patent Search, Patent Drafting, Patent Filing, Patent Prosecutions, Design Patent Filing, Copyrights Filing, Trademark Filing, Patent/Trademark/Copyrights Office Actions; Strategic Consultations on IPR, R&D, Innovation, Business Viable Product Validation, Research Assistance.

Now it is agreed by and between the Parties hereto as Follows:-

1. Policy

- 1.1. **HumCen Global Private Ltd** has a promising Intellectual property division, offering consultation and service on patentability; patent, design, trademark and copyright filing. The company offers its service for prior art search, drafting and filing of patent application and other aforesaid services. The HumCen Global Private Ltd is not responsible for any other issues on the grant of IPR's such as patent, Design Patents, Copyrights, and Trademarks. The grant of patent and other IPR is fully depended on the technicality involved in the subject that has filed.
- 1.2. The HumCen Global Private Ltd requests the inventors from Sathyabama Institute of Science and Technology to describe fully the invention and its operation or use and the method by which it is to be performed information and disclose the best method of performing the invention which is known to the applicant in the Invention Disclosure Form (IDF) provided.
- 1.3. The HumCen Global Private Ltd shall ensure that the Confidential Information will not be copied or reproduced or transmitted by any means and in any form whatsoever without the prior written permission of the Institution/ Inventor/ client as per the terms and conditions mentioned in Confidentiality agreement instrumented separately.

- 1.4. The tentative time taken for the entire process to be completed, including drafting and filing at the patent office shall be varying invention to invention from the date of inception.

2. Ownership of IP:

- 2.1. The party of the first part shall be the owner for all the intellectual property inventions, which includes Copyrights, product patents, process patents, design patents and the inventions invented or created by the inventors / creators who include faculty members, research scholars, students and those who make use of the resources of the Sathyabama Institute of Science and Technology.
- 2.2. The party of second part HumCen Global Private Ltd, does not hold any ownership on IPR created by the party of first part or by its representatives..
- 2.3 The address for communication for any IP protection should be only Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600119.
- 2.4 Further any communication regarding IP protection for the Institution should be only through VC Office, Sathyabama Institute of Science and Technology.

3. Payment

- 3.1. The invoice amount to the party of second part as a service charge must be paid when placing an order and before the commencement of service by the party of first part.
- 3.2. Any extra charges incurred by either of the parties for any special services shall be discussed prior to charging after obtaining a written consent.
- 3.3. The subject and conditions of the payment shall be subjected to change at any time during the business agreement, with mutual consent of both the parties.
- 3.4. In the event of late payment the company may delay the process of prosecution and filing process.

4. Refund/ Cancellation

- 4.1. The cancellation of the order shall be made at any time before inception of the service by the party of the second part.

5. Termination of this Agreement

- 5.1. The validity of this agreement exist till the completion of first three years from the date of inception of this agreement.
- 5.2. If any party does not desire to continue the partnership or if any party goes into winding up voluntarily, one month notice shall be provided by either of the parties.

6. Notices

- 6.1. Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

7. Jurisdiction

- 7.1. This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Chennai, Tamil Nadu shall have exclusive jurisdiction over any disputes between the Parties arising out of or in relation to this Agreement
 - 7.2. In the event any dispute amongst the Parties, arising out of or in connection with this Agreement cannot be resolved between parties, the dispute shall be then referred to and finally resolved by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue for arbitration shall be in Chennai. The arbitration shall be in English and shall be binding on both the Parties.
8. The managing partner or any other authorized representative of each of the parties hereto shall represent his company and for all practical purposes.
9. Each of the Parties hereto shall -
- i) be just and faithful to each other.
 - ii) render full information of the business to the other,
 - iii) attend to the business diligently and actively.
10. This Agreement shall be effective upon its execution by both Parties.
11. Any or all the above clauses or conditions may be altered, substituted, cancelled, added to or otherwise amended by mutual consent of both the parties in writing, signed and shall take effect as declared therein.
12. This Deed is executed in duplicate and one copy will remain with the Party of the First Part and the other will remain with the Party of the second Part.
13. Any complaints about service may be sent to : info@humcen.com

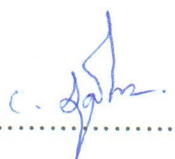
IN WITNESS WHEREOF to agreeing to the above terms and conditions of the agreement, the above mentioned Parties set their hands below at 2.00 PM on the 12th day of FEBRUARY month, 2021 above written.

SIGNED by 

for and on behalf of

Sathyabama Institute of Science and Technology, Chennai

Name : Dr. T. SASIPRABA
Title : VICE - CHANCELLOR
Date: 12/2/21

SIGNED by 

for and on behalf of

HumCen Global Private Ltd, Chennai

Name: C. SASITHARAN
Title: CHIEF EXECUTIVE
Date: 12/2/21