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# Memorandum of Understanding

Between



**Zeal Education Society**



**PSP-IP**

PATENT SUPPORT PEOPLE

ISO 9001:2015

IDEA | PATENT | STARTUP

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**PSP-IP**  
PATENT SUPPORT PEOPLE



**PSP-IP & ASSOCIATES (P) LTD.**

Intellectual Property Attorney's IP Services & Consultancy

Pvt. Ltd. Corporate CIN No.: U74999PN2018PTC176283 | An ISO 9001:2015 Company | GST: 27AAJCP8388G12R  
[Pursuant to sub-sect.(2) of Sect. 7 of Companies Act, 2013 (18 of 2013) & Rule 18 of Companies (Incorporation) Rules, 2014]

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this 17<sup>th</sup> June 2020

#### BY AND BETWEEN:

**ZEAL EDUCATION SOCIETY, PUNE**, an educational institution established under prevalent laws with their registered address at Narhe, Pune-411023, Maharashtra, India, herein after referred to as "ZEAL".

#### AND

**PSP-IP & ASSOCIATES PVT LTD**, an ISO-9001:2015 Certified International Intellectual Property Law Firm with its principal place of business at 1A, Bank of Baroda Commercial Complex, Nigadi Pradhikaran, Pune - 411 044, India, hereinafter referred to as PSP-IP.

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## 1. BACKGROUND

### 11 ZEAL

ZEAL is one of the foremost Technical Institute in Pune Maharashtra, established in 1999 and affiliated to SPPU University, Maharashtra and approved by AICTE, New Delhi.

### 12 PSP-IP & ASSOCIATES

PSP-IP & Associates Pvt Ltd of International IP Attorneys An ISO 9001:2015 Company offering legal services in the area of intellectual property, specifically, Trademark, Copyright, Industrial Design, Start-up & Patent like IPR National/ International services in Worldwide 152 major Countries (PCT Group) and well-connected in overall Maharashtra, Karnataka, Rajasthan, M.P., Delhi, A.P., Gujarat, Kerala etc within India and outside India in Germany, Japan, North Korea, France, Australia, UK, US, Canada etc; offering International IPR Legal Prosecution, Granting & Commercialization Services, Legal Disputes, IP Infringement, IP Valuation Audit Landscape, Litigation, Searches like FTO | Invalidation etc rather than only Patent Filing.

13 ZEAL wishes to establish PSP-IP Incubation Centre & IPR Nodal Centre at ZEAL Campus (Pune) for the Training, Consultancy and related Services in Intellectual Property (IP), Domain Specific Consultancy, Technology Consultancy, Start-up Consultancy etc to an Individuals or Organizations (in-house and nearby).

14 ZEAL further assures PSP-IP that it has passed appropriate resolution towards establishing such PSP-IP Incubation Centre & IPR Nodal Centre which is not in contravention of any laws, by-laws, rules and regulations of UGC, AICTE and SPPU University and is fully authorized by its management committee & board of trustees to enter into this MoU and to provide all below mentioned minimum required facilities and Infra etc to establish flourishing Incubation Centre & IPR Nodal Centre.

- One Office Cabin area 10' x 10' Space for PSP-IP Incubation Centre & one more for IPR Nodal Centre, both with necessary Infrastructure (like Office Table, Rack, 6 Chairs, AC/Fan etc), WiFi, PC, all in one Printer, Stationary, Standee Display, Acrylic Board of Banner one inside and another outside office Cabin etc
- The Office Cabin must have separate Entrance with Lock Facility considering the visits of outside Clients from Industries/ Organizations between 9am to 9pm - 365 days and confidentiality of the information/data respectively.
- One common/sharing Mini-Conference Room (Round Table) as and when required
- One common/sharing Auditorium as and when required
- One common/sharing Lounge as and when required

15 ZEAL wishes PSP-IP to facilitate and support the proposed PSP-IP Incubation

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Centre & IPR Nodal Centre and PSP-IP has agreed to the same on the following terms and conditions.

## 2. RESPONSIBILITIES AND OBLIGATIONS

By signing this MoU both the parties agrees to offer and share individual resources and expertise w.r.t. all above mentioned Products & Services to establishing an Incubation Centre & IPR Nodal Centre at ZEAL Campus. Further commits towards the time-line for responsibilities on both parties and to perform for reciprocal benefit by contributing as per the Responsibilities & Obligations listed below.

### **21 Responsibilities and Obligations of ZEAL**

The ZEAL shall:

- 21.1 Provide appropriate office space and necessary infrastructure / resources at ZEAL campus as mentioned above for Incubation Centre & IPR Nodal Centre where ZEAL Stakeholders as well as outside Clients can visit for Consultancy work as well as Trainings.
- 21.2 Appoint one Head for each Incubation Centre & IPR Nodal Centre and associated Team Members from Faculty and Students, preferably from different disciplines and domains to contribute towards the Training and Consultancy.
- 21.3 Incubation Centre & IPR Nodal Centre Members shall sign the Non-disclosure agreement with PSP-IP.
- 21.4 Procure the required books/ journals for IP CELL Library along with required IP CELL office set up; further ZEAL will apply for the funds/sponsorship from funding agencies/ corporate for the same as per the inputs from PSP-IP.
- 21.5 Yearly expenses like visiting card , brochure, pamphlet, office stationary, consumable item, Local conveyance etc expenditures during client visit / Meetings with Clients/ Seminars etc should be by ZEAL as an investment/ Contribution to get benefits of equal Profit Sharing (PSP-IP, Students/ Associates, Franchisee & ZEAL) which should not be exceed Rs. INR 80000 P.A.
- 21.6 Fees Structure : Professional Fees 31000 includes Novelty search, patentability opinion, enhancement, request for early publication ( Govt. Fees at actual as mentioned below)

Govt. Fees:

Complete Patent filing Rs. INR 1600

Request for early publication Rs. INR 2500 (optional)

Professional fees Rs. INR 31000 + GST 18% on professional Fees

Request for Examination Rs. INR 4000 (within 4 yrs since Complete Patent)

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filing)

- 21.7 Make arrangement for accommodation, expenditures like Transportation, local conveyance and food etc (as and when required) for representatives of PSP-IP during their visit to ZEAL for Training and Consultancy purpose; local conveyance/transportation facility (Not Public Transport) will be provided by ZEAL to visit nearby client locations for Tech/IPR Consultancy / Training / Seminars/ Follow-up etc.
- 21.8 Allow PSP-IP to decide the Fees Structure of Consultancy and other Services. It will be vary for Institution, students, industry, and inside stakeholders.
- 21.9 Make available the ZEAL Incubation Centre & IPR Nodal Centre Core Team round the clock for several activities like Training, Promotions and Contribution towards getting the assignments.
- 21.10 Approach various Industries, professional Organizations, Institutions etc., Institutions and professional organizations for Consultancy/ Training/Meetings/Seminars (along with representative of PSP-IP or Support from Back office on Telephonic/Video Conferencing as per the requirement) to create awareness of "IPR and Importance of protecting their Intellectual Property.
- 21.11 To analyze their Products & Services to offer Consultancy" followed by the interaction with the concerned authorities. ZEAL Incubation Centre & IPR Nodal Centre Core Team will provide -round the clock support and guidance/ solutions to the-queries/problems with regards to the above mentioned products/ services and educate them w.r.t. IPR/Domain Specific Innovations/Solutions and its future scope/opportunities/benefits etc., with proper Trainings/Consultancy in liaison with PSP-IP.
- 21.12 Collect the information to prepare appropriate Databases of the UG/PG/PhD project works/ Dissertation/ Thesis's as well as Databases for Industry/ professional Organizations etc and further study these to shortlist wherever there is a scope for IPR/ Domain Specific Solutions/Consultancy etc in liaison with PSP-IP.
- 21.13 Revert to the concerned Institutions/organizations as per the directions from PSP-IP for further process of Legalities/Support involved/Searching/Drafting/IPR filing/Solutions/Fees/ Turn-key Solutions/ Consultancy etc.
- 21.14 ZEAL Incubation Centre & IPR Nodal Centre will be available for any kind of assistance/ helping hand to PSP-IP to contribute towards these Processes.

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- 21.15 ZEAL shall retain all 100% receivables (fees etc) from participants for IP/Domain Specific seminar, training, etc.
- 21.16 Do necessary Promotions/ Campaigning activities to generate business in terms of pamphlets printing & distribution, newspaper Ad, Digital Marketing etc. beside joint Seminars/ Meetings etc (along with representative of PSP-IP) of IP/social innovation/ industry solutions/ consultancy etc Awareness at Client's locations as well as ZEAL Campus.
- 21.17 Allow to design and conduct all kind of IP/social innovation/ industry solutions/ consultancy etc related Courses and Trainings which PSP-IP desires to run in the ZEAL Campus/ Client Site etc.
- 21.18 Prepare and issue a Certificate to each Participant who will successfully complete the IP/social innovation/ industry solutions/ consultancy etc Trainings etc.
- 21.19 ZEAL assures PSP-IP that no monetary investment shall be asked now or in future from PSP-IP for any activities conducted under the auspice of Incubation Centre & IPR Nodal Centre or ZEAL. The essence of this MoU is that no monetary commitment is made by PSP-IP (except wherever its 100% ZEAL Sponsored Consultancy Activity - includes all kind of expenditures Marketing, Campaigning, Travelling, Man-Power, all kind of required Resources etc; where Profit sharing will be with all involved Associates/Experts, ZEAL & PSP-IP) and the only investment PSP-IP shall make is of its TIME and KNOWLEDGE.

## 22 Responsibilities and Obligations of PSP-IP & ASSOCIATES

PSP-IP shall:

- 22.1 Select min. 2 to max. 25 Students (based on the category of MoU - Plane or Commercial with Revenue Generation) from Campus Placement Drive through its LERAN & EARN Scheme of 12 months Internship, Stipend INR 5000 to INR 10000 p.m. followed by min. INR 2.4 to 3.6 LPA CTC Package subject to successfully completion of an Internship (ZEAL should make an arrangement for accommodation, expenditures like Remuneration to the Interview Panel, Transportation, local conveyance and food etc).
- 22.2 Designate min. PSP-IP Campus Ambassadors for overall coordination and smooth administration to run day to day activities with additional benefits.
- 22.3 Deal with the ZEAL and any representative of the PSP-IP in good Faith in all aspects of the partnership.
- 22.4 Provide support to establish an Incubation Centre & IPR Nodal Centre @ZEAL.

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- 225 Conduct 2 days STTP/FDP once in a year (Short Term Training Program) for University Level Academicians (Engineering/ Pharmaceuticals/ Technology / Law etc Institutions as well as Industries/ Professional Organizations etc) at Incubation Centre & IPR Nodal Centre @ ZEAL. (However, Travelling & other expenditures, local hospitality, like stay, etc.; shall be arranged by ZEAL.)
- 226 Provide advanced level training (twice in a year) to the selective core team members of the Incubation Centre & IPR Nodal Centre @ ZEAL as well as provide continuous support for "Intellectual Growth" without any kind of charges/fees. (However, Travelling & other expenditures, local hospitality, like stay, etc.; shall be arranged by ZEAL).
- 227 Assign Representative to accompany or support on telephonic/video conferencing etc to PSP-IP ZEAL Team to visit and deliver IP Awareness Seminars for Promotions of Incubation Centre & IPR Nodal Centre Pharma/ Engineering / Polytechnic/ MCA/ UG/ PhD/PG etc., Institutions and professional organizations/ Industries.
- 228 Allow (with prior approval) to mention about PSP-IP and to use Logo of PSP-IP on Incubation Centre & IPR Nodal Centre @ZEAL Communication Material such as Letterhead of IP CELL, Brochure, Pamphlets, any, Stamp, Flex, Admission Form, Fees Receipt, and Website etc., wherever relevant but shall not indulge in any act or omission to the contravention of the Advocates Act 1961 and Bar council of Maharashtra Rules and Regulations.
- 229 Keep the Training/Course content latest with the growing Industry trends in IP to share with the Incubation Centre & IPR Nodal Centre.
- 2210 Take care of the Entire Training, Course Material (if any), Assessment/ Evaluation (if any) of all enrolled participants in liaison with the Incubation Centre & IPR Nodal Centre.
- 2211 Provide equal Profit sharing (among PSP-IP Local Franchise | Associates Involved | PSP-IP & ZEAL) and update about the Training/ Consultancy Fees structure and Course Details to Incubation Centre & IPR Nodal Centre.
- 2212 Provide - all IP related Training/ Consultancy / Services to the ZEAL Group of Institutions and Organizations with concessional rates as per mutual consent.
- 2213 Three Patentability Search Opinion Summary sheet per stakeholder per year complimentary to the ZEAL Stakeholders (where ZEAL required to share all Projects/ Mini Projects/ Ideas/ Innovations database/synopsis/ IDF Forms etc together with Team PSP-IP).
- 2214 Similar way Techno-Legal Support for throughout tenure of IP Products like 20 years for Patent.

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- 2215 Provide time to time Guidance and necessary Support whenever Required to Incubation Centre & IPR Nodal Centre.
- 2216 Offer Sponsorship in the form Certificates/ Trophies/ Banners etc (along with PSP-IP details on it) for events like Hackathon/ Competitions/ Conference etc
- 2217 Offer Consultancy to from Startups and to nurture it properly to ZEAL Stakeholders for START-UP India Registrations followed by Commercialization.

### 3. GAIN/FUNDS/ REVENUE SHARING

- 31 PSP-IP& ASSOCIATES PVT LTD would not be incurring or reimbursing any expenses towards the Trainings/STTPs. The only outgoing from PSP-IP end will be the expertise (Training, Teaching and Assisting).
- 32 The Gain to Incubation Centre & IPR Nodal Centre will be receiving the knowledge, establishing a flourishing Incubation Centre & IPR Nodal Centre to provide Trainings/ Consultancy/ other IP/Domain related Services.
- 33 The Tenure of this MoU shall be for ONE YEAR (1) from the date of signing this MOU and shall be extended with mutual written understanding.

### 4. RESTRICTIONS

- 41 After Signing this MoU, PSP-IP cannot appoint any other Engineering Educational Institute from nearby area for establishing Incubation Centre & IPR Nodal Centre with Commercial point of view like Revenue Generation/ Profit Sharing etc for offering the same services.
- 42 After Signing this MoU, ZEAL cannot appoint any other Firm/Entity/Individual etc for offering the same/similar services.

### 5. TERMINATION CLAUSE

- 51 Non-Compliance of any of the above terms and conditions by Either Party shall result in immediate termination of this MoU.
- 52 Either Party may terminate this Partnership for cause, by providing 3 Month notice in writing to other party.
- 53 Whenever any party Wishes to terminate this MOU after giving three Month Notice then in that Case:
- a. PSP-IP must complete the Training Course of Enrolled Participants.

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- b. PSP-IP must complete the incomplete Consultancy work/ IP Related Services (if any).
- c. ZEAL shall release all information to PSP-IP regarding the contact persons/IP clients they have interacted over the period of time and payment/fees collected/dues etc.

**6. JURISDICTION AND GOVERNING LAW:**

61 In case of any dispute arising out of this MoU, the parties shall try their best to resolve the same mutually. However, if a settlement is not arriving, then both parties agree to submit their grievance to Pune courts.

I/We have clearly understood all the terms and conditions and agree to abide by them.

In Witness whereof duly authorized representatives of the PARTIES have entered into this MOU as of the date \_\_\_\_\_ till the Date \_\_\_\_\_; at the end of this tenure this MoU Agreement can be renewed with the mutual consent of both the parties.

*J. Katkar*

Mr. Jayesh Katkar  
Secretary, Zeal Education Society



On 17/06/2020

*R. Patil*      *Suryakant Patil*

Ms. Rajashree R. & Dr. Suryakant Patil  
Directors, PSP-IP & ASSOCIATES (P) LTD



On 17/06/2020

For PSP-IP & ASSOCIATES PVT LTD