



3.4.3 Total number of Patents/Copyrights published/ awarded/ technology-transferred during the last five years.

Other Related Document

MoU for IP Consultancy: The University supports the faculty for filing patent and copyrights by offering services of a IP consultancy firm

Sl. No.	Particulars	Pages
1.	MoU with Life Intellect Consultancy Pvt. Ltd. for Patent filing and IP Services	02 - 11



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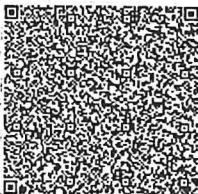
INDIA NON JUDICIAL

Government of Karnataka

Rs.

e-Stamp

Certificate No. : IN-KA37832184941724R
 Certificate Issued Date : 26-Jun-2019 06:03 PM
 Account Reference : NONACC (FI)/ kacrsf108/ MANGALORE9/ KA-DK
 Unique Doc. Reference : SUBIN-KAKACRSFL0802923899940731R
 Purchased by : YENEPLOYA DEEMED TO BE UNIVERSITY
 Description of Document : Article 12 Bond
 Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : YENEPLOYA DEEMED TO BE UNIVERSITY
 Second Party : LIFE INTELECT CONSULTANCY PRIVATE LIMITED
 Stamp Duty Paid By : YENEPLOYA DEEMED TO BE UNIVERSITY
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING (MoU)

Between

YENEPLOYA (DEEMED TO BE UNIVERSITY), MANGALORE

and

LIFEINTELECT CONSULTANCY PVT. LTD., BANGALORE

Lifetelect Consultancy Pvt Ltd
Dipika Shen
Director

Gangadhar Somayaji
21/7

This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish the cooperation between Yeneploya (Deemed to be University) (hereinafter referred to as

Yeneploya (Deemed to be University) and Lifetelect Consultancy Pvt. Ltd.

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

Dr. Gangadhar Somayaji K.S.
Registrar

Yeneploya (Deemed to be University)
University Road, Deralakatte

Yenepoya or University) located at Mangalore, Karnataka, India and Lifeintellect Consultancy Pvt. Ltd., (hereinafter referred to as Lifeintellect or consultant) located at Bangalore, India.

Brief Description about the Organizations

Brief Description about Yenepoya (Deemed to be University)

Yenepoya (Deemed to be University), is a co-educational autonomous university set up under the section - 3 of the UGC Act 1956 represented by its Vice Chancellor having their Registered office at Deralakatte, Mangalore 575018, Karnataka, India hereinafter referred to as "Yenepoya or University", which expression shall, (unless repugnant to the context or meaning thereof, be deemed to mean and include it's successors and permitted assigns) as party of the **FIRST PARTY**.

Brief description of Lifeintellect Consultancy Pvt. Ltd.,

Lifeintellect Consultancy Pvt. Ltd is a Bangalore based technology and intellectual property consulting firm. They provide services maximizing the synergy among Technology, Law and Business which gives them the advantage to add value to every customer they work with. By systematically analysing problems and providing solutions they enable generation of valuable intellectual property, be it an invention, a design, an idea or business processes. Hereinafter referred to as "Lifeintellect or consultants", which term shall mean and include its agents, assignees and legal representatives" as party of the **SECOND PARTY**.

PURPOSE

The purpose of this MoU is to enable cooperation between Lifeintellect and Yenepoya. WHEREAS, Yenepoya desires to retain the services of Lifeintellect for providing Intellectual Property Rights (IP) consulting services to Yenepoya and its associates, scientists, researchers, staff members, students and incubatees.

WHEREAS, both the parties desire to enter into this MoU to set forth the terms and conditions of the relationship between Lifeintellect and Yenepoya.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ATTESTED



Registrar

Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore - 575 018, Karnataka



Page 2 of 7

Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore - 575 018

1. Definitions

- 1.1 'Party' or 'Parties' shall mean Lifeintellect or Yenepoya or both based on the context.
- 1.2 'Confidential Information' shall mean any information, including and not limited to presentations, documents, programs, patents, designs, methods, processes, complications, customer information, invention disclosures, models, plans, worksheets, communications and so on which is disclosed by the University or its clients or employees, orally or in writing or which comes to the knowledge of the Consultant while providing services to the University or its clients or its employees.

Exclusion:

Confidential information shall not include:

- i) The information which is in the public domain or comes into the public domain otherwise than by disclosure or default by the Consultant; or
 - ii) The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
 - iii) The information, which was already known to the Consultant and has been received from a source other than the University.
- 1.3 'Intellectual Property' shall mean any inventions, discoveries, works of authorship, varieties, improvements, information, materials and so on capable of being protected or in the process of being protected or protected as patents, trademarks, copyrights, trade secrets and other types of intellectual property.
- 1.4 "Patent Service(s)" shall mean patent searching, drafting, mapping, analysis and other related services.
- 1.5 "Consulting services" shall mean client relation, marketing, technical writing, editing, project management, marketing and other services.

2. Consultancy

- 2.1 Lifeintellect hereby agrees to provide IP Service(s) to YENEPOYA for a consideration specified in Schedule A of this MoU.
- 2.2 The Consultant shall perform all activities assigned to the Consultant by the University in the manner specified by the University within the timelines specified by the University.

3. Consideration

- 3.1 Yenepoya shall pay Lifeintellect the services fee as specified in Schedule A or as mutually agreed by the Parties.

4. Term and Termination

- 4.1 The term of this MoU shall be Five (5) years from the Effective Date unless extended in writing by both the University and Consultant or earlier terminated pursuant to the terms and conditions set forth in this MoU.

Lifeintellect Consultancy Pvt. Ltd.
Dr. P. K. Saha
 Director

MoU Yenepoya (Deemed to be University) and Lifeintellect Consultancy Pvt. Ltd.

Registrar
 Yenepoya (Deemed to be University)
 University Road, Ernakulakatte
 Mangalore - 575 013

Dr. Gangadhara Somayaji ICS,
 Registrar
 Yenepoya (Deemed to be University)
 Dorafakatte
 Mangalore - 575 013, Karnataka

ATTESTED
[Signature]

[Signature]
 2/7

- 4.2 Either party may terminate this MoU without cause upon ninety (90) days written notice. Upon such termination, the University shall be released from any and all further obligations under this MoU, except that the University shall be obligated to pay Consultant the consideration owed to Consultant on the termination date. On such termination, the Consultant shall complete all pending projects assigned by the University before the date of termination.
- 4.3 Consultant's obligations under Non-competition, Intellectual Property and Confidentiality clauses shall continue pursuant to the termination of this MoU.

5. Services and Best Efforts

- 5.1 Lifeintellect agrees to devote its best efforts, energies and skill for providing Patent Service(s) to the University.
- 5.2 Lifeintellect agrees that it shall not take personal advantage of any business opportunities from the University's employees/clients, which arise during the term of this MoU and which may benefit the University. All material facts regarding such opportunities must be promptly reported to the University for consideration by the University.

6. Non-competition and Confidentiality

- 6.1 Lifeintellect acknowledges that Consultant will have access to Confidential Information of the University and its employees/clients.
- 6.2 Lifeintellect agrees not to use or disclose any confidential information during the Term of this MoU or thereafter other than in connection with performing Consultant's duties or activities for the University in accordance with this MoU.
- 6.3 Lifeintellect agrees that the restrictions set forth in this paragraph are reasonable and necessary to protect the goodwill of the University. If any of the covenants set forth herein are deemed to be invalid or unenforceable based upon the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by the law.
- 6.4 Lifeintellect and / or its affiliates and / or its associates shall hold all the Confidential Information and / or portion thereof in strict confidences, as a trustee thereof, without disclosing the same to any unauthorized persons or entity or third party(ies), whatsoever and howsoever, save and except as provided under this MoU.

ATTESTED



7. Post Termination Obligations

- 7.1 All records, files, lists, including computer generated lists, drawings, documents, equipment and similar items, which Consultant receives from the University shall remain the University's sole and exclusive property.
- 7.2 Upon termination of this MoU, Consultant shall promptly return to the University all property of the University in their possession.

Dr. Gangadhara Semayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Dornakatte
Mangalore - 575 010, Karnataka

Lifeintellect Consultancy Pvt. Ltd.
M. S. Saha
Director

MoU Yenepoya (Deemed to be University) and Lifeintellect Consultancy Pvt. Ltd.

Registrar
Yenepoya (Deemed to be University)
University Road, Dornakatte
Mangalore - 575 010

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8. Arbitration

8.1 Both parties will use their best efforts to settle all matters of dispute amicably. All disputes and differences of any kind which cannot be solved amicably by the parties, shall be referred to arbitration. The arbitration proceedings are carried out in accordance to laws encompassed under the Arbitration and Conciliation Act 1996.

8.2 Lifeintellect acknowledges and agrees that any of the laws and rules laid down by Yenepoya, State Government, Central Government, UGC and appropriate regulatory authorities will be strictly adhered to and its change that may occur time to time in future are followed.

8.3 The terms of this MoU shall be interpreted as per the laws of India and this MoU shall be subject to the jurisdiction of the courts at Mangalore or Bangalore only.

9. Governing Law and Jurisdiction

This MoU shall be governed by, construed and enforced in accordance with the laws in force in India.

10. Jurisdiction

The jurisdiction for any disputes arising under this MoU shall be the courts of Mangalore or Bangalore.

11. Notices

All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand or registered post to the applicable party at the addresses mentioned at the beginning of this MoU. Addresses may be changed by notice in writing signed by the addressee.

12. Amendment

No amendment or modification of this MoU shall be valid or effective, unless in writing and signed by the parties to this MoU.

13. Entire Agreement

This MoU embodies the entire agreements of the parties hereto with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written, between Consultant and the University. Neither party shall be bound by any term or condition other than as is expressly set forth herein.

Lifeintellect Consultancy Pvt. Ltd.
Apika Sabar
Director

ATTESTED

Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Board, Devalathu
Kannur, Karnataka

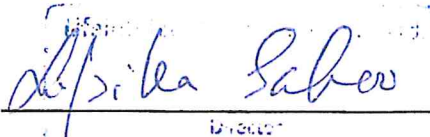
SPECIAL PROVISIONS

1. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreement (MoA).
2. Each party will take approval from the other party in writing to use the latter's name and logo for the activities hereunder on a case-by- case basis.
3. Both parties here shall do their utmost to ensure the smooth and efficient execution of this MoU.
4. The two parties will consult with each other for any subsequent associated MoU informally and attempt to resolve disputes or misunderstandings that may arise in the administration of this MoU or any subsequent associated MoU informally.

This MoU is prepared in two identical copies. Each party holds one original copy duly signed by the Director of Lifeintellect Consultancy Pvt. Ltd., and the Registrar of Yenepoya (Deemed to be University).

Signed for and on behalf of:

Lifeintellect Consultancy Pvt. Ltd.,




Dr. Lipika Sahoo
RGB-208, Purva Riviera,
Whitefield Main Road,
Marathahalli, Bengaluru,
Karnataka 560037

Date: 22/07/2019

Lifeintellect Consultancy Pvt. Ltd.

Witness


MANOJ K. SAHOO
RGB-208, PURVA RIVIERA
MARATHAHALLI
BANGALORE-560037

ATTESTED



Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)

MoU Yenepoya (Deemed to be University) and Lifeintellect Consultancy Pvt. Ltd.
Mangalore- 575 018, Karnataka

Yenepoya (Deemed to be University)

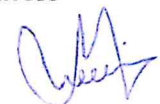


Dr. K.S. Gangadhara Somayaji
Registrar
Yenepoya (Deemed to be University)
Deralakatte, Mangalore
Karnataka 575018

Date: 02/07/2019

Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018

Witness


ASIM SYED SHEERAZ
Incubation Manager
Yenepoya (Deemed to be University)

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Schedule A

Lifetelect Consultancy Private Limited has agreed to provide the following services to Yenepoya (Deemed to be University), the charges for which may be revised during the duration of this MoU upon mutual written agreement between both the parties.

The following is a broad list of services to be offered by Lifetelect,

- Patentability Search
- Patent Application
- Responding to Patent examination report and hearing
- Patent & Non-patent Prior art search (ANDA)
- State-of-the-art, Prior art search and report
- Infringement and invalidity search and report
- Freedom to Operate
- Trademark Registration
- Design Registration
- Legal Services

The schedule of charges for the above services is as enclosed.

Lifetelect Consultancy Pvt. Ltd.
Deepika Sahoo
Director

ATTESTED

Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore - 575 018, Karnataka

Dr. Somayaji
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore - 575 018

SCHEDULE OF CHARGES | 2019-20



LifelIntellect Consultancy Pvt Ltd
No 3, 3rd Floor, CRM SOWBHAGYA AN
NEX, SyNo. 35/1B, Varthur Main Road,
Marathahalli, Bengaluru, Karnataka
560037, India

Email: lipika@lifeintellect.com
: support@lifeintellect.com
Tel: 91-080-28476777
Mobile: 09902155440

SCHEDULE OF CHARGES [For Yenepoya]

Sl No	Action	Professional Charges In Rupees
A	Patents	
1	Patentability Search	
1	Prior art searches & providing patentability opinion	9,000
2	Patent Application	
2.1	Drafting and filing of provisional patent application along with all required forms: Form 1, Form 2, Form 3, & Form 26.	22,000
2.2	Drafting and filing of complete specification (from row 2.1 where provisional has been filed) along with all required forms: Form 1, Form 2, Form 3, & Form 26 (Draft as per requirements of Indian Patent Office). And filing request for examination. (On or before 12 months from Provisional filing)	30,000
2.3	Drafting and filing of complete specification (One time filing where no provisional has filed) along with all required forms: Form 1, Form 2, Form 3, & Form 26 (Draft as per requirements of Indian Patent Office). And filing request for examination.	45,000
2.6	Drafting of complete specification as per the requirements of the USPTO/PCT. Drawings additional: 800rs per figure.	70,000

Sl No	Action	Professional Charges In Rupees
A	Patents	
1	Patent examination report	
1	Responding to First examination report (Usually after 48 months from Provisional filing)	15,000

ATTESTED

Dr. Gangadhara Somayaji K.S.
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangaluru - 575 010, Karnataka

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LifelIntellect Consultancy Pvt. Ltd.
Lipika Saboo
Director

ls
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte

ls somayaji
277

SCHEDULE OF CHARGES | 2019-20

2	Hearing	
2.1	Drafting and appearing for hearing (<i>Usually after 48 months from Provisional filing</i>)	20,000

Sl No	Action	Professional Charges (in INR)
C	Patents	
5	Different types of Search	
5.1	Patent & Non-patent Prior art search (ANDA) through paid database and identifying closely related prior art/abstracts	40,000
5.2	State-of-the-art, Prior art search and report (Landscape)	50,000
5.3	Infringement and invalidity search and report	30,000
5.4	Freedom to Operate	50,000

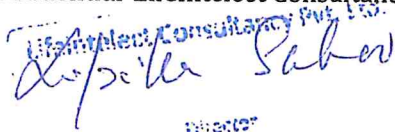
Sl No	Action	Professional Charges (in INR)	Official Fee (in INR)
D	Trademark Registration in India		
6.1	Trademark Application- Two (Basic) search, Preparation, Filing, Obtaining Official Application Number and	9,000/Class	4500/Class(For individual) 9000/Class (For company/Trust/Institute)
6.2	Responding to Trademark office action (Prosecution)	3,000	
6.3	Hearing in furtherance of Examination Response (Per Hearing Charge)*	8,000	
	<i>*Actions and fee applicable only if we have to prepare, work involved and attend hearing at Trademark Office.</i>		

Sl No	Action	Professional Charges (in INR)	Official Fee (in INR)
E	Design Registration in India		
7.1	Design application	10,000 per class	1,000 per class for individuals

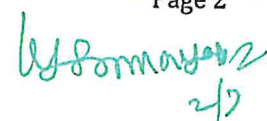
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Dr. Gangadhara Somayaji K.S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte,
Mangalore - 575 018, Karnataka


Director

Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore - 575 018


2/2

SCHEDULE OF CHARGES 2019-20

	preparation and filing		& 4000 per class other than individuals
7.2	Responding to examination report	3,000	N/A
7.3	Attending hearing (very rare)	8,000	N/A

Sl.No	Action	Professional Charges (in INR)	Official Fee (in INR)
F	Legal Actions		
8.1	Agreement Drafting	10,000	N/A
8.2	Assignment Deed	5,000	N/A
8.3	Legal Notices	8,000	N/A

TIME FRAMES FOR DELIVERABLES		
1	Action	Working Days*
1.1	For conducting patentability Search and giving an Opinion	5
1.2	For drafting Provisional Specification	5
1.3	For drafting Complete specification for the Provisional specification already filed	5
1.4	For drafting direct Complete specification (Indian)	7-10
1.5	Filing Trademark Applications	2-3
1.6	Agreement/ Assignment Drafting	4-5
	*Days after receiving complete disclosure as per requirements from the client. All the suggested timelines does not include revisions/amendments of draft suggested by the Inventor/s.	

NOTE: 1. Taxes as applicable including GST (which may be amended from time to time) 2. Any other fee that may be applicable other than those quoted above will be intimated in advance. 3. Official Charges are as per the Schedule listed in the respective Act (which may be amended from time to time). 4. Travel and Hospitality Charges for visits to Patent, Trademark Office, at actual.

Payment terms: 100% official fees & professional fees within 30days of filing.

LifeIntellect Consultancy Pvt Ltd, No 3, 3rd Floor, CRM SOWBHAGYA ANNEX, SyNo. 35/1B, Varthur Main Road, Marathahalli, Bengaluru, Karnataka 560037, India.

Mail: lipika@lifeintellect.com. Mobile: 09902155440

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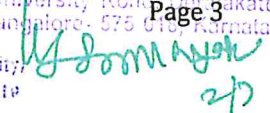
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Dr.Gangadhara Somayaji K.S.
Registrar

Yenepoya (Central) University
University Road, Deralakatte
Mangalore- 575 010, Karnataka

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LifeIntellect Consultancy Pvt. Ltd.


Yenepoya (Central) University
University Road, Deralakatte
Mangalore- 575 010