

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on 30th May, 2022, by and between Intellectual Property Rights Cell of Govt. Aizawl West College, hereinafter referred to as the "First Party," and Patent Information Centre (PIC) of Mizoram Science Technology & Innovation Council (MISTIC), hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to the Intellectual Property Rights.

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to fulfil the terms and conditions as under;

MISSION

The aforementioned statement has been established with the following intended mission in mind.

OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain any right relating to Intellectual Property Rights.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration.

TERMS OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of 5 years (five) from the aforementioned effective date and maybe extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum of Understanding may be cancelled by either party with 1 (one) month advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives.
- To organize various IPR awareness programs, seminars, workshop, camps, short term training programmes and any other related activities such as Observation of World Intellectual Property Day, IPR quiz, etc. in collaboration with Patent Information Centre (PIC), MISTIC.
- To guide and advise researcher, scientist and the general public on how to obtain and sustain IPRs such as Patents, Copyright, Trademarks and Industrial Design, and help them approach Patent Information Centre (PIC), MISTIC.
- To contribute to the filing of Intellectual Property Rights (at least five) from the Institution within the term of the agreement.
- To provide IPRs protection information, orientation and facilities to various, stakeholder, researcher, scientist and students.
- Any kind of research work and seminar proceedings relating to IPR Cell may be published by the college independently.
- The financial assistance sanctioned by MISTIC for establishment of office layout/office automation, may be utilized accordingly and that any infrastructure procured thereof will belong to the College and PIC, MISTIC thereafter. Disposal of such infrastructure in any way should be done through agreement of both parties.
- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party

otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

ARBITRATION/MEDIATION DISPUTE RESOLUTION

The Parties to this Memorandum of Understanding agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute.

The parties agree that any claim or dispute that arises from for through this agreement, the relationship or obligations contemplated or outlined within this agreement, be resolved through mediation.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNING LAW

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Mizoram.

ASSIGNMENT

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

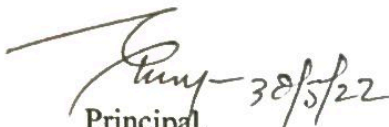
ENTIRE UNDERSTANDING

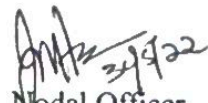
The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Intellectual Property Rights Cell of Govt. Aizawl West College and Patent Information Centre (PIC) of Mizoram Science Technology & Innovation Council (MISTIC) and shall be effective as of the date first written above.

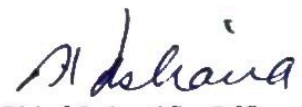

Principal.
Govt. Aizawl West College


Nodal Officer
Intellectual Property Rights Cell

(First Party Signature)
(Prof. C. LALTHLENGLIANA)
Principal
Govt. Aizawl West College

(**DR JANET VANUALTHLIMPUH**)

30.05.2022
(Date)

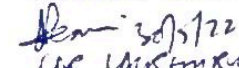

Chief Scientific Officer
& Member Secretary
(**H. LALSAWMLIANA**)


Senior Scientific Officer
Nodal Officer, PIC

(Second Party Signature)
Mizoram Science, Technology &
Innovation Council

(**SAMUEL LALMALSAWMLIANA**)
Senior Scientific Officer
Mizoram Science, Technology &
Innovation Council

30.05.2022
(Date)


(**DR LALTHLEINGLIANA**)
(Witness Signature)

30.05.2022
(Date)


(**C. LALTHLANZUALA**)
(Witness Signature)

30.05.2022
(Date)

(C. LALTHLANZUALA)