

# Agreement

between



**Kurukshetra University Technology  
Incubation Center (KUTIC)**



&



**Foundation for Innovation and Technology Transfer**

Affidavit



**Indian-Non Judicial Stamp  
Haryana Government**



Date :20/07/2021

Certificate No. LBT2021G3

GRN No. 79241249



Stamp Duty Paid : ₹ 101

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Deponent**

Name: Nodal officer rusa

H.No/Floor : N

City/Village : Kurukshetra

Phone : 98\*\*\*\*\*42

Sector/Ward : N

District : Kurukshetra

Landmark : Kurukshetra university

State : Haryana



Purpose : Affidavit to be submitted at Kurukshetra university



**Agreement**

**THIS AGREEMENT** is made this 9<sup>th</sup> day of August 2021 (effective date) by and between

- (i) Kurukshetra University (hereinafter referred to as 'KU'), having its headquarters at Kurukshetra (Haryana) - 136119, India through its Kurukshetra University Technology Incubation Centre (KUTIC) under Kurukshetra University RUSA Project Society (KUPRS), a body formed under Rashtriya Uchchatar Shiksha Abhiyan and represented by Nodal Officer RUSA which expression shall unless excluded by or repugnant to the context, include his/her successor in office, legal representative, nominee and assignee as the **First PART**

AND

- (ii) Foundation for Innovation and Technology Transfer (hereinafter referred to as 'FITT') having its office at Dean Complex, Indian Institute of Technology, Hauz Khas, New Delhi - 110016 represented by Dr. Anil Wali, Managing Director, FITT (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their other administrators, successors in business and permitted assigns) of the **OTHER PART**

## AGREEMENT

This AGREEMENT is made on this 9<sup>th</sup> day of August 2021 at Kurukshetra by and between:

- (i) Kurukshetra University (hereinafter referred to as 'KU'), having its headquarters at Kurukshetra (Haryana) - 136119, India through its Kurukshetra University Technology Incubation Centre under Kurukshetra University RUSA Project Society (KUPRS), a body formed under Rashtriya Uchchatar Shiksha Abhiyan and represented by Nodal Officer RUSA which expression shall unless excluded by or repugnant to the context, include his/her successor in office, legal representative, nominee and assignee as the **First PART**

AND

- (ii) Foundation for Innovation and Technology Transfer (hereinafter referred to as 'FITT') having its office at Dean Complex, Indian Institute of Technology, Hauz Khas, New Delhi - 110016 represented by Dr. Anil Wali, Managing Director, FITT (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their other administrators, successors in business and permitted assigns) of the **OTHER PART**

(FITT and KU shall hereinafter also be referred to as Party individually and collectively as Parties)

### Recital Clause

WHEREAS KU wishes to collaborate with FITT for services for the University and its Technology Incubation Centre (hereinafter referred to as KUTIC) for IP management and technology commercialization of the technologies developed by the University faculty members and students, for incubation support and availing the IIT Delhi facilities.

Whereas FITT has set up a new unit-Innovation-Technology Transfer Office (herein after referred to as i-TTO) with funding from National Biopharma Mission, BIRAC to cater to institutions, innovators and start ups.

The parties have had preliminary discussions in this matter and have arrived at a consensus. The parties now, have therefore, agreed to record the terms of their consensus in this **AGREEMENT**.

Now this AGREEMENT witnesses that:

### 1. MUTUAL COVENANTS

1.1 The scope of work is agreed by both parties as follows:

- i. IP management



- ii. Technology Transfer
- iii. Incubation Support
- iv. Access to facilities and equipments

1.2 FITT agrees to offer the below mentioned services to KU through i-TTO:

**a. IP**

- i. Novelty searches
- ii. IP Filing

**b. Technology Transfer**

- i. Technology Assessment / evaluation
- ii. Identification of potential licensee
- iii. Preparation of technology briefs
- iv. Marketing of technologies through various medium
- v. Negotiations and closure of deals
- vi. Term sheet preparation
- vii. Agreement preparation
- viii. Post-Transfer Monitoring

1.3 FITT agrees to offer the below mentioned services to KU Technology Incubation Centre (KUTIC) through i-TTO:

- i. IP management from analytical searches, assessment to filing and prosecution, till its grant and maintenance
- ii. Technology acquisition and IP in-licensing which includes scouting of technologies of interest to start ups, negotiation, deal closure and execution of agreements
- iii. Match making for third party validation and collaborative projects
- iv. To identify funding partners, assisting in preparing **IP and commercialization sections** of grant/funding applications/pitch deck and connecting with relevant contacts

1.4 Both parties agree to the following for incubation support:

- i. Advisory services in finalizing financial terms for providing the aforesaid services to clients and also in execution of agreements with the clients;
- ii. FITT may advise KUTIC in preparing policies and operational guidelines.



- iii. Support in holding startup bootcamps, workshops and promotional events;
  - iv. May connect with its network of expert mentors for events and handholding activities;
  - v. Guidance to in-house clients (incubatees) for availing grants from national funding agencies;
  - vi. Compliance guidance to KUTIC startups with respect to statutory compliances as per Companies Act, 2013;
- 1.5 Both parties agree that the facilities and equipment available at IIT Delhi can be accessed by KU as per the applicable charges of the IIT Delhi standard rates which are available at <https://crf.iitd.ac.in/>
- 1.6 Both parties agree to explore the possibility of jointly offering courses in the field of innovation management, intellectual property, technology transfer and entrepreneurship, and decide the terms and conditions mutually.
- 1.7 KU agrees to pay FITT for the services as detailed in Annexure 1. However, any use of such services shall be approved by competent authority on case to case basis
- 1.8 Both the Parties shall be responsible to provide each other with complete, accurate, timely and relevant information and to carry out any other obligations which may arise for the due implementation of this AGREEMENT. In addition, both the Parties shall keep each other informed of any material developments, which may have a bearing on the engagements between the Parties.
- 1.9 This AGREEMENT shall be deemed to have commenced from the date of signing by both the Parties (the "Effective Date") and will initially be valid for a period of 5 years unless terminated by either party after issuance of an advance written notice of 3 months to the other Party. The AGREEMENT may be renewed after its expiry on mutually agreed terms and conditions.
- 1.10 With respect to this arrangement and any other information supplied in connection with the arrangement, by one Party to the other, in any form whether verbal or written, through any medium whatsoever, shall be deemed to be confidential information if it is labeled / declared as such by disclosing Party to the other Party at the time of disclosure (the "Confidential Information") and either Party shall keep the Confidential Information confidential for a term of 5 years after termination or expiration of the AGREEMENT.
- 1.11 It is agreed by both the Parties that with respect to the Confidential Information they shall:
- i. Protect the confidential information in a reasonable and appropriate manner or in accordance with the applicable professional standards;
  - ii. Use confidential information only to perform their respective obligations under this arrangement; and
  - iii. Reproduce confidential information only as required to perform its obligations under this arrangement.
- 1.12 FITT agrees to keep all information related to Intellectual Property and the Intellectual property of KU confidential and not to use or share with any third party other than purpose of licensing or IP filing.


*Ashu*  
Co-ordinator  
KUTIC  
Kurukshetra University  
Kurukshetra

- 1.13 In case of any disagreement between the Parties in respect of any matter, directly or indirectly, connected to this AGREEMENT then the same shall be resolved amicably by negotiations and / or conciliation between the Parties.
- 1.14 All disputes, controversies or claims arising out of or relating to this AGREEMENT including existence or interpretation of any clause hereof, shall be referred to arbitration by a sole arbitrator appointed through mutual consent by the parties in writing. The place of arbitration shall be Delhi and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.
- 1.15 Both the parties agree that this AGREEMENT supersedes all the other understandings and proposals.
- 1.16 Each of the signatories below represents and warrants that he or she is authorized to execute this AGREEMENT on behalf of the party for whom he or she signs, and that no further authority, or execution by any other person for such party is necessary.
- 1.17 This AGREEMENT is executed in duplicate with each copy being an official version and having equal legal validity.
- 1.18 The address for service of any written communication by one party to the other party is set out below. All communications shall be sent by Email at these addresses and any change in the same shall be promptly communicated to the other party.

FITT: \_mdfitt@gmail.com & KU: kutic@kuk.ac.in

In witness whereof the parties have signed this AGREEMENT on the 9<sup>th</sup> day of August, 2021 first hereinabove written, in the presence of witnesses as described below.

  
Coordinator,  
KUTIC,  
Kurukshetra University  
Kurukshetra

<p><b>Signed and Delivered for and on behalf of Kurukshetra University</b></p> <p>Signature</p> <p><i>Manjula</i> 9.8.21</p> <p>Name : Dr. Manjula Chaudhary</p> <p>Nodal Officer RUSA, KUPRS Nodal Officer (RUSA) Kurukshetra University, KURUKSHETRA-136119.</p>	<p><b>Signed and Delivered on behalf of Foundation for Innovation and Technology Transfer</b></p> <p>Signature</p> <p><i>Anil Wali</i></p> <p>Name : Dr. Anil Wali</p> <p>Managing Director, FITT</p> <p><b>Dr. ANIL WALI</b> Managing Director Foundation for Innovation &amp; Technology Transfer Indian Institute of Technology Hauz Khas, New Delhi-110016</p>
<p><b>Witness 1</b></p> <p>Name: <i>Anneke Sharma</i> (Anneke Sharma)</p> <p>Signature: <i>Anneke Sharma</i> Co-ordinator, KUTIC, Kurukshetra University Kurukshetra</p>	<p><b>Witness 1</b></p> <p>Name: <i>Reema Sahni</i></p> <p>Signature: <i>Reema</i></p> 



IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of

<p>Signed and Delivered for and on behalf of Kurukshetra University</p> <p>Signature</p> <p><i>Manjula</i> 9.8.21</p> <p>Name : Dr. Manjula Chaudhary</p> <p>Nodal Officer RUSA, KUPRS Nodal Officer (RUSA) Kurukshetra University, KURUKSHETRA-136119.</p>	<p>Signed and Delivered on behalf of Foundation for Innovation and Technology Transfer</p> <p>Signature</p> <p><i>Anil</i></p> <p>Name : Dr. Anil Wali</p> <p>Managing Director, FITT</p> <p>Dr. ANIL WALI Managing Director Foundation for Innovation &amp; Technology Transfer Indian Institute of Technology Hauz Khas, New Delhi-110016</p>
<p>Witness 1</p> <p>Name: <i>Anurag She</i> 9/8/21</p> <p>Signature: <i>Anurag She</i> Co-ordinator, KUTIC, Kurukshetra University Kurukshetra</p>	<p>Witness 1</p> <p>Name: <i>Reema Salmi</i></p> <p>Signature: <i>Reema</i></p> 