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कौषागार कार्यालय, सांगली

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OF

Memorandum of Understanding

EFFECTIVE DATE: This MOU is executed on 10.08.2023 between PARTY 1: Dr. Patangrao Kadam Mahavidyalaya, Sangli ARTY 2: Droplets Innovative Incinerators Private Limited, Karad.

Whereas, Dr. Bharat Bajarang Ballal, Associate Professor of the institute has developed proof of concept with regard to Biological Waste Incinerator Whereas institute has identified Droplets Innovative Incinerators Private Limited, Karad to

carry part of its study that will involve providing necessary services required for the testing Gamma prototype of biological waste incinerator.



Dr. Supale

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अनुच्छेद क. करार/कर्म /कापिसिक् 6 / मैं ते हे विहट / बंधपत्र / नॉंदणी करणार - होर/बाही, तरत जलार बोबदला रहन भहा. इ. निढंघक वार्यालय मदाविद्यालय संगति मु. छरेदीदार पार्टी वे थे नांव 359. onligi दुसन्ता पार्टी नं. २ चे नांब एस. एस. पार्टाल अनुझुन्ही २४०६०१६, कोर्ट एरिया, सांगर्ल खरेदीदात्तवी सही. टिनांव RKAL

Whereas **Droplets Innovative Incinerators Private Limited**, Karad has agreed to perform such required service which is testing **Gamma prototype of biological waste incinerator** as per the schedule and terms agreed mutually. Now thereof the parties for valid consideration enter into this MOU:

OBJECTIVE: To develop Gamma prototype of biological waste incinerator.

- 1. SCOPE OF WORK: The scope of work shall include:
 - <u>Construction of incinerator</u>
 - <u>Construction of cooling chamber</u>
 - <u>Construction of carbon filter assembly</u>
 - <u>Construction of bacterial filter</u>
 - Construction of viral filter

2. ROLES & RESPONSIBILITIES:

- A. Dr. Patangrao Kadam Mahavidyalaya, Sangli will share technology for the construction of Gamma prototype of biological waste inclnerator.
- B. Droplets Innovative Incinerators Private Limited, Karad will provide job opportunity to students as per availability.
- 3. <u>CONFIDENTIALITY</u>: All information under the MOU shared between the parties shall be treated as confidential information and shall be subject to restrictions on disclosure other than for the purpose of this MOU. The confidentiality obligations shall survive even after the termination or expiration of this MOU. Confidential information shall not include:

- a. information that is available in public domain;
- b. information already known to the receiving party;
- c. information disclosed to the receiving party by a third party not under obligation of confidentiality;
- d. Information developed by the receiving party independent of the confidential information received under this MOU.

4. PUBLICATIONS:

The institute is allowed to publish the data/observations/results in the scientific communications.

INTELLECTUAL PROPERTY RIGHTS :

- a. "Intellectual Property" means the legal rights relating to inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, and any other legally protectable information, including computer software, first made or generated by such investors.
- b. The "Intellectual Property Rights (IPR)" if generated during the project will exclusively lie with the principle investigator of the project.
- c. Patent Prosecution and Expenses. The filing, prosecution, defense and maintenance of all Patents for the Inventions will be conducted and controlled individually in the name of **Dr. Patangrao Kadam Mahavidyalaya, Sangli**, acting reasonably and in good faith.
- d. Background Intellectual Property: Any of the party possess rights in background intellectual property, that is, intellectual property not otherwise subjected to this MOU, which would be useful or essential to the practice or commercialization of the results of this MOU, should be disclosed. Except to the limited extent required to perform a party's obligations under this MOU, neither party receives any right, title, or interest in or to any Research Materials provided to it by the other party or any technology, works or inventions of the other party that are not Research Program Inventions, or any patent, copyright, trade secret or other proprietary rights in any of the foregoing.
- e. Maintaining the Laboratory Notes: Each party agrees that research efforts will be well documented in the form a laboratory notes with accurate data disclosed for each experiments performed therein, during the course of this MOU.
- 6. <u>TERM AND TERMINATION</u>: This MOU shall be valid for a period of **Three** years from the Effective Date and can be terminated by a notice of six months by either party. The termination of this MOU shall not affect any IP rights accrued and related obligations arising under this MOU. As per the need the MOU will be revised for further duration with same terms and conditions or mutually agreeable modifications.

7. <u>INDEMNIFICATION:</u> Neither party shall be held responsible for the indemnification of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

8. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION:

Any disputes between the parties shall be resolved by mutual discussions. ML inor dispute during execution of the project shall be subjected to resolution out of this MOU. The MoU shall be considered, interpreted and governed by the laws of India and Courts at Karad shall have exclusive jurisdiction in all such matters.



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