

Seal of the Parties

In witness thereof, the Parties hereto have signed this MoU on the Effective Date mentioned hereinbefore.

For and on behalf of **Universitas Islam Negeri
Raden Intan Lampung**,

For and on behalf of **Sangrah Innovations
Private Limited, Kanpur**



Signature: 

Name: Prof. Wan Jamaluddin z. M. Ag., Ph.D

Designation: Rector

Date: 27th Oct. 2022

In the presence of Witness



Signature:

Name: Mr. Rahul Dixit

Designation: Director

Date: 27th Oct. 2022

In the presence of Witness



For SANGRAH INNOVATIONS PVT. LTD.


DIRECTOR


(Vishal Paruse)
India

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**Universitas Islam Negeri Raden Intan Lampung
Indonesia**



AND

**Sangrah Innovations Private Limited, Kanpur
India**

SANGRAH INNOVATIONS

For

Memorandum of Understanding (MoU)

Between

Universitas Islam Negeri Raden Intan Lampung

And

Sangrah Innovations Private Limited, Kanpur

As of October 26, 2022

This Mou is effective as of October 26, 2022(“Effective Date”) by and between

Sangrah Innovations, is a UTTAR PRADESH based PRIVATE ltd. Company Registered at dated 3/23/2018 12:00:00 AM on Ministry of Corporate Affairs(MCA), The Corporate Identification Number (CIN) of SANGRAH INNOVATIONS PRIVATE LIMITED is U74999UP2018PTC102434 and registration number is U74999UP2018PTC102434 It has been classified as COMPANY LIMITED BY SHARES and is registered under Registrar of Companies India.

And

Universitas Islam Negeri Raden Intan Lampung, is a State Islamic University located in Sukarame village, Sukarame district, Bandar Lampung city, Lampung province.

Initially named IAIN Bandar Lampung was named Raden Intan 1834–1856, an Indonesian national hero from Lampung based on Presidential Decree No. 082 / TK / 1986 dated 23-10-1986. [1] And officially became a University on April 07, 2017/10 Sya'ban 1438 H based on Presidential Regulation Number 38 of 2017 concerning Raden Intan State Islamic University Lampung. No. 2.

The aforesaid institutions are hereinafter referred to individually as Party and collectively as the Parties.

Whereas **Sangrah Innovations Private Limited, Kanpur** is a prestigious institute engaged in providing quality education in engineering and science and conducting original research of the highest standard.

Whereas **Dr. Aparna Dixit, research mentor** , **Sangrah Innovations, Kanpur** (hereinafter referred to as the Principal Investigator) will execute " _____ "(hereinafter referred to as Project).

The Mr. Rahul Dixit, Director and his research team will receive/disclose Confidential Information on behalf of **Sangrah Innovations Private Limited, Kanpur** from/to **Universitas Islam Negeri Raden Intan Lampung** , for undertaking the Project and they will execute the obligations of non-disclosure of Confidential Information received from **Universitas Islam Negeri Raden Intan Lampung**.

Whereas the Parties desire to record the broad terms and conditions that are jointly accepted and agreed to in this MoU as contained hereunder.

1. Definition:

(a) **Universitas Islam Negeri Raden Intan Lampung**, know-how shall mean and include all know-how of methods, Partnership in Bussiness development and capacity building for country side growth , same for SIPL, information developed, owned and provided by **Universitas Islam Negeri Raden Intan Lampung**, which are required for the Project

(b) **Sangrah Innovations Private Limited, Kanpur** know-how shall mean and include all know-how of methods, Research and Development for medical devices, IT services and products or otherwise owned and provided by **Sangrah Innovations Private Limited, Kanpur** , which are required for the Project.

(c) **Universitas Islam Negeri Raden Intan Lampung**, Personnel shall mean the Dr. Aparna Dixit(Co-PI) and other Students/Faculty members/Staff members of the **Universitas Islam Negeri Raden Intan Lampung**, deputed for the Project.

(d) Principal Investigator Research Team shall comprise the Dr. Aparna Dixit and other Students/Faculty members/Staff members of the **Sangrah Innovations Private Limited, Kanpur** participating in the Project(s) under this agreement.

2.Items/areas of collaboration/deliverables:

Technical specifications of the Project are given in Annexure A to this MoU.

3. Activities and Obligations:

(a) Sangrah Innovations Private Limited, Kanpur will procure the equipment as identified in Annexure B and provide the same to Universitas Islam Negeri Raden Intan Lampung on loan basis. Sangrah Innovations Private Limited, Kanpur will pay the fellowship to Universitas Islam Negeri Raden Intan Lampung students.

(b) Sangrah Innovations Private Limited, Kanpur may depute appropriate Sangrah Innovations Private Limited, Kanpur personnel to participate in the Project, as per mutual agreement. Sangrah Innovations Private Limited, Kanpur will provide its facilities Universitas Islam Negeri Raden Intan Lampung resources for the execution of the Project. (b) The equipments will be returned to Sangrah Innovations Private Limited, Kanpur /Universitas Islam Negeri Raden Intan Lampung , after the completion of the Project.

(c) Universitas Islam Negeri Raden Intan Lampung , Kanpur will provide Universitas Islam Negeri Raden Intan Lampung , know-how, which may be deemed necessary for the Project

(d) Universitas Islam Negeri Raden Intan Lampung , shall take reasonable steps to prevent Sangrah Innovations Private Limited, Kanpur know-how, which are meant only for the purpose of conducting the Project, from unauthorized usage or falling into unauthorized hands.

4. Intellectual Property Rights:

Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, knowhow, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both Parties to this MoU.

Forcommercialization of any intellectual property, the Parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

Any publication regarding such intellectual property shall only be possible with the prior notice to the other parties.

Sangrah Innovations Private Limited, Kanpur shall be free to use the intellectual property developed during the Project for its own internal teaching, further research, educational and publication.

5. Effective date, duration, termination of the MoU:

The MoU shall be effective from the Effective Date and shall remain in force for a period of 2years, The Parties may extend the term by written agreement signed by both the Parties in writing.

Meeting every 14 days/ quarterly to review our partnership growth and discuss the further decisions.

The Project work may be terminated by either Party by giving the other Party a written notice of 60 days. However, both parties will ensure that the provisions of this MoU shall continue to apply to all activities in progress until their completion. Clauses 4, 5, 8, 10, 11 shall survive the termination or expiration of this MoU.

6. Financial impact:

Financial specifications are given in Annexure B to this MoU.

7. Confidentiality:

a. Confidential Information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential, In the case of such information disclosed orally or visually, the disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.

b. Confidential Information includes information:

1. Disclosed by or on behalf of the Disclosing Party to the Receiving Party,

2. Otherwise learned or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or,

3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party,

c. The Receiving Party will not disclose confidential Information of Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential

as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care: due diligence will be taken by both Parties in maintenance of Confidential Information.

d. The Receiving Party will use the Confidential Information only for the above mentioned purpose.

e. The Receiving Party will restrict disclosure of the Confidential Information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.

f. This MoU imposes no obligations on Receiving Party with respect to any portion of the Confidential Information received from Disclosing Party which:

1. Was known to Receiving Party prior to disclosure by Disclosing Party,
2. Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
3. Is or becomes generally known or publicly available other than by unauthorized disclosure,
4. Is independently developed by Receiving Party or
5. Is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
6. Is required by law or decree.

g. The Confidential Information shall remain the sole property of Disclosing Party.

h. The obligation of non disclosure of Confidential Information shall survive for 3 years after expiry/termination of this MoU,

8. Conflict Resolution:

This MoU is subject to Indian laws. The Parties will try to settle all disputes concerning this MoU in an amicable way. In case of any dispute, the same shall be referred to the Director, **Universitas Islam Negeri Raden Intan Lampung** or his nominee and the Director, **Sangrah Innovations Private Limited, Kanpur** or his nominee for arbitration. Reference made shall be deemed to have been made under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/re-enactment thereof and rules made there under. The award of the arbitrator shall be binding on both the Parties. In case, however, the arbitrators are unable to come to a conclusion, then they will appoint an umpire whose decision shall be final and binding on both the Parties.

9. Force Majeure:

Each Party shall be excused from performance of the MoU only to the extent that the performance is prevented by conditions beyond reasonable control of the affected Party. The Party claiming excuse for the delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

10. Any information, products, materials, services, intellectual property, other property or rights, granted or provided or generated by **Sangrah Innovations Private Limited, Kanpur** pursuant to this MOU are on an as is where is basis.

11. **Sangrah Innovations Private Limited, Kanpur** makes no warranties of any kind either express or implied, to **Universitas Islam Negeri Raden Intan Lampung** or any third party, as to any matter including, but not limited to, warranty of fitness for particular purpose, or merchantability, exclusivity or results obtained from use.