

Memorandum of Understanding (MoU)

Between

Sciencetech Technologies Private Ltd, Indore, (MP) India

and

RUSA Centre for Advanced Sensor Technology, Dr. Babasaheb Ambedkar Marathwada University, Aurangabad (MS) India

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into this **28th day of January, 2017** by and between **Sciencetech Technologies Private Ltd, Indore, (MP) India and its associates and subsidiaries** (hereinafter, "SCIENTECH") and the **RUSA Centre for Advanced Sensor Technology, Dr. Babasaheb Ambedkar Marathwada University, Aurangabad (MS) India** (hereinafter, "RUSA-BAMU"), in which expressions " shall, where the context so admits, include their respective successors and permitted assigns, such parties being referred to collectively as "Parties" and individually as "Party"

1. OBJECTIVES OF THE MOU

The objective of this MOU is to establish a written basis under which the Parties may enter into one or more sponsored research agreements (hereinafter "Research Agreements") from time to time during the term of this MOU, perform research and development programs (hereinafter, "Programs "or "Research Programs") as defined by individual statement of work (SOW) in areas of mutual interest to the Parties.

2. TECHNICAL OF RESEARCH AREAS

The Research Programs which the Parties intend to consider will be in mutually agreeable areas, including, by way of example, material science, nanotechnology, physical and chemical sensors, devices and interfaces based on sensors, sensor integration for specialized industry applications, factory automation developments/integrations, scientific equipments, market applications and core research and development.

3. FORMS OF COLLABORATION

The form of collaboration will be subject to separate Agreements entered into by the Parties but may, by way of example, include the following:

a) The performance of research concurrently by each Party in its own existing facilities with regular exchanges of results in the form of reports in agreed formats.

- b) The performance of research by one party in its own facilities sponsored by the other Party.
- c) The performance of research by the technical personnel of both the Parties working together in the facilities of one Party or in mixed groups at the facilities of each Party in case of collaborative projects.
- d) The performance of research by one Party in facilities leased from the other Party.
- e) The performance of research and development in premises of a third party mutually agreed upon; for instance, for pilot studies, hazard and risk analysis.
- f) Other Collaborative Programs which may include Student Sponsorships, Internships for students to work at **SCIENTECH**, endowments for establishment of chair, visiting fellowships, faculty lectures in **RUSA-BAMU**, consultations, etc. Each of these specific activities will be a subject matter of separate agreement.

4. AGREEMENTS OF RESEARCH PROGRAMS

Research Programs undertaken by the Parties hereunder shall be initiated by the signing of the separate statement of works (SOWs) between the Parties which will describe in detail:

1. The nature, scope and time schedule of the Research Program.
2. The form of the Research Program pursuant to Paragraph 3 above
3. The estimated cost of the Research Program and its allocation between the Parties, together with the amount of funding, if any, to be received from third parties. The project costs as indicated in the SOW shall be all inclusive. The parties may allocate these costs under various budget heads for instance contingency, consumables, travel cost, equipment costs, and compensation or consultation fee to the Principal Investigator at **RUSA-BAMU**.
4. The treatment of Intellectual Property and data rights including patents, inventions, proprietary information and rights of authorship including copyrights and the rights in materials, in each case, which have been created in the course of the Research program or which belong to a Party and are used in a Research Program.
5. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a Party, term arbitration of disputes and applicable law.

5. FURTHER REQUIRED AGREEMENT

Neither Party shall be obligated to enter into Research Agreements under this MOU or to incur costs of any nature unless and until a specific agreement has been negotiated and agreed

upon by both the Parties for each activity.

6. CONFIDENTIALITY

6.1 In order for the Parties to realize the full potential of the spirit of this MOU, it may be necessary for **RUSA-BAMU** and **SCIENTECH** to disclose to each other or their affiliates proprietary information. Each party shall keep confidential information and not use for any purpose not contemplated all proprietary disclosed by the other party, hereunder information directly or indirectly.

6.2 "Confidential or Proprietary Information" shall mean technical and/or business Information and/or ideas (including data) relating to the subject matter of the or contemplated Research Projects or the MOU, which the disclosing Party wishes to keep confidential and so indicates, if such information and/or ideas are in machine written, or other tangible legend, marking or stamp thereon, or if orally or visually disclosed, are identified by the disclosing Party as proprietary at the time of disclosure and confirmed as such in writing thirty (30) days after disclosure.

6.3 "Proprietary Sample" shall mean all proprietary materials of a Disclosing party that are proved to a Receiving Party under the MOU or in the course of a contemplated Research Project which the Disclosing Party wishes to keep confidential and so indicates by an appropriate legend, marking, thereon or on the container thereof.

SCIENTECH and **RUSA-BAMU**, each agree to (a) keep in confidence and not to use, and (b) in the case of Proprietary Samples, not analyze, except, in the case of (a) and (b) for purposes related to this MOU / Research projects, or to disclose to third parties, any Proprietary information or Proprietary Samples of the other Party. In addition, each Party shall limit the internal disclosure of Proprietary Information and Proprietary Samples of the other Party to those personnel who have a need to know, who have enforceable obligations with respect to such Proprietary Information and Samples that are no less restrictive than the obligation undertaken by such Party hereunder,

The aforesaid restrictions shall not apply to Proprietary Information or Proprietary Samples which are:

(a) in the public domain at the time of disclosure or subsequently comes within the public domain without fault of the receiving Party; or

(b) as of the time of disclosure, known to or independently developed by the Receiving Party (or, in the case of **SCIENTECH** or its Affiliate) provided there is adequate documentation to confirm such prior knowledge or independent development; or

(c) properly disclosed to the receiving Party (or in the case of **SCIENTECH**, by an Affiliate) without restriction from a source other than the Disclosing Party.

Detailed information or materials are not excluded from the confidentiality obligations merely because that detailed information or those materials are embraced by more materials comprising, combinations of items are not excluded unless the comprising, combination itself and its principles of operation fall within (a), (b) or (c).

The receiving Party shall only make such copies of the disclosing Party's Proprietary Information as are necessary for the purposes of this MOU /Research Project. Upon termination of this MOU and all Research Projects, each Party shall, upon the request and at the election of the other Party, promptly return or safely dispose of all Proprietary Sample of the other Party,

During the term of this MOU or any of its extensions, **RUSA-BAMU** Personnel participating in the Research Projects of **SCIENTECH** shall not involve themselves in any research activity sponsored or supported or commissioned by one of more commercial or commercially associated party other than Sponsor or its designated agencies if the research activity is substantially the same in scope objective and content as pursued in the Research Projects in which the personnel are participating

6.4 The obligations of confidentiality set forth above shall terminate three (3) years after the termination or expiration of this MOU, except as authorized in writing by other party or provided herein.

6.5 It is agreed that neither PARTY shall use the names or logos or trademarks of the PARTIES to this MOU for its promotional purposes without the prior written consent of the other party.

6.6 All Research Personnel of **BAMU** shall sign a confidentiality agreement. In case of Collaborative Research programs; all Research personnel of **SCIENTECH** involved in such programs shall sign a confidentiality agreement.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 **RUSA-BAMU & SCIENTECH** Shall meet from time to time and discuss matters relating to obtaining legal protection for inventions or any other creative works made or created pursuant to this MOU or any Research Agreement hereunder which may be protected by any form of Intellectual Property rights ("intellectual property"). Intellectual property shall remain the Joint Property of **SCIENTECH** and Affiliates & **RUSA-BAMU**. **SCIENTECH/** Affiliates shall have 50% rights and **RUSA-BAMU**, shall have remaining 50%. If any of the parties is not interested in such Intellectual Property, they may confirm their disinterest in writing within 6 months from the date of invention and in such event, other side would be free to register (but are under no obligation to register) the Intellectual Property as the joint property of **SCIENTECH & RUSA-BAMU**.

7.2 If **SCIENTECH** decides in consultation with **RUSA-BAMU** to file the patent application or any other appropriate protection in any country with respect to Intellectual Property such applications shall be made by **SCIENTECH** or an Affiliate and all expenses shall be borne by **SCIENTECH** or an Affiliate. The Intellectual Property shall be the Joint

Property of **SCIENTECH** or an Affiliate and **RUSA-BAMU**

7.3 In the event that **SCIENTECH/Affiliates** elects in its sole discretion not to pursue patent or any other Intellectual Property rights protection for any intellectual the following will apply **RUSA-BAMU** may, upon receipt from **SCIENTECH** of a written acknowledgement within six months (6 months) from the date of invention or creation that **SCIENTECH** so elects not to pursue such patent protection, file for Patent protection, for such inventions or obtaining of Intellectual Property rights or any other work which may be protected by any form of intellectual Property rights in its name and in any country and all expenses incurred pursuant to such filing and prosecution of such applications shall be borne by **RUSA-BAMU** and the Intellectual Property shall be the Joint property of **SCIENTECH** or a Affiliate & **RUSA-BAMU**.

8. EXPLOITATION OF INTELLECTUAL PROPERTY AND COMMERCIAL RIGHTS

8.1 **SCIENTECH** has the first option for exclusivity to be exercised for Intellectual Property that is jointly owned as above (7.1 to 7.3), In consideration of funding each research project and subject to the **SCIENTECH** paying or reimbursing all patent costs, **RUSA-BAMU** shall grant to the **SCIENTECH** and its affiliates an exclusive worldwide license for a period that is mutually agreed to, pursuant to clauses (7.1 to 7.3) that is jointly owned for commercial practice. The license includes the right to sublicense to customers of **SCIENTECH** and its affiliates in connection with customer's purchase of products from **SCIENTECH** or its affiliates

8.2 **SCIENTECH** also shall pay **RUSA-BAMU** a license fee for the use of IPR of **RUSA-BAMU**. The exact license fee to be paid for each individual program/ project will be agreed to on a case to case basis.

8.3 In case of **SCIENTECH** making payment of said amount, the Intellectual property rights shall be licensed to **SCIENTECH/ Affiliates** for commercial exploitation on exclusive basis for a period that is mutually agreed to. The license fee maybe a single lump sum or it may include an initial fee and subsequent payment specified as to amount and payment dates or milestones, but no payment will be due before **SCIENTECH** or affiliates commences commercial sale of products subject to the license.

8.4 For Intellectual Property that is jointly owned and where **BAMU** has filed and paid patent Costs, **SCIENTECH** may obtain exclusive rights as per clause (8.1) above by additionally paying **RUSA-BAMU** the patent costs they may have incurred. Accordingly, **SCIENTECH** shall have the right to maintain the patent as it deems appropriate including in the geographies where **RUSA-BAMU** had sought patent protection according to (7.3).

8.5 In the event **SCIENTECH** fails to seek exclusive license both the parties would jointly decide commercialization Property rights or grant license to third party in the of such Intellectual manner and consideration as jointly decided, on mutual agreement basis. The royalty, in case of

any transfer to third party who is not party to this agreement, will be shared between **SCIENTECH and RUSA-BAMU** in 50:50 ratio.

8.6 Any modification/ further development of the Results obtained from the Projects under this agreement, by **SCIENTECH** shall be done with the explicit written consent of **RUSA-BAMU**.

1. The **SCIENTECH** should not file any IP including (patent/Trademark/design/copyright) on any variants of products and processes derived from **RUSA-BAMU**

9. COSTS

Each Party will bear its own costs incurred or in respect to this MoU any costs incurred Under the separate Research Agreements described above shall be set forth in those Research Agreements.

10. EXPORT OF GOODS AND TECHNICAL DATA

The export of goods and technical data under this MOU and under Research Agreements entered into pursuant to this MOU shall be subject to export laws and regulations, of the Republic Union of India. Each Party shall be responsible for ensuring that it strictly adheres to all applicable export laws and regulations. These obligations shall continue to be honored even after this MOU or Research Agreements have otherwise terminated.

11 NON-EXCLUSIVITY

Unless and except as expressly set forth in a Research Agreement, the relationship of the Parties under this MOU shall be nonexclusive and both Parties, including their affiliates, subsidiaries and divisions, are free to pursue other activities, agreements or collaborations in any technical areas, subject to their respective obligations to the other Party pursuant to the Confidentiality Agreement and Research Agreements hereunder.

12 TERM AND TEMRINATION

This MOU effective from **28th January 2017**, unless extended by mutual written agreement of the Parties, shall expire three (3) years after the Effective Date. This MOU may be amended or terminated earlier by mutual written agreement of the Parties at any time. Either Party shall have the right to unilaterally terminate this MOU upon ninety (90) days prior written notice to the other Party. however, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the Parties under any Research Agreements here under the Proprietary Information Agreement referenced in Paragraph 6 above, or other agreements entered into pursuant to this MOU, which obligations shall survive any such termination according to the terms of such agreements.

13 PUBLICATIONS

SCIENTECH recognizes that upon completion of Research Programs, by reason of the **RUSA-BAMU** policy, the results of the Research Programs must be publishable and agrees that

RUSA-BAMU and RUSA-BAMU employees, graduate students, undergraduate students and other personnel (herein collectively referred to as "BAMU" Personnel") engaged in the Research Programs shall be permitted to present at symposia, international, national or regional professional meetings and to publish in journals, thesis or dissertations, or otherwise of their own choosing, methods and results of Research Programs, provided, however that **SCIENTECH** shall have been furnished at least sixty (60) days in advance of the earlier of the submission to any third party entity (e.g., publisher or symposium sponsor, etc) or other disclosure by **RUSA-BAMU** copies of any proposed Publication or presentation. **SCIENTECH** shall have two (2) months, after receipt of such copy, to object to such proposed presentation, publication, or disclosure either because there is patentable subject matter which the **SCIENTECH** wishes to protect and /or there is Proprietary Information of **SCIENTECH** contained in the proposed publication, presentation, or disclosure. In the event that **SCIENTECH** makes such objection, the Parties shall negotiate an acceptable version, and **RUSA-BAMU** or **RUSA-BAMU** personnel shall refrain first submitting such acceptable revised publication or presentation and making such disclosure until such acceptable version is mutually agreed upon. **SCIENTECH** agrees to act in good faith in raising any such objections presentation and making such disclosure until such acceptable version is mutually agreed upon. **SCIENTECH** agrees to act in good faith in raising any such objections.

However, any research (even as a part of joint research program), that has been exclusively carried out at RUSA -BAMU, and that carries sole scientific interest that is out of the commercial interest of **SCIENTECH and its affiliates, may be published** in journals, thesis or dissertations, presented at symposia, international, national or regional professional meetings by RUSA -BAMU personnel and such actions will require no formal/informal consent from **SCIENTECH and/or its affiliates**

14. PUBLICITY

No public statement or disclosure to third parties regarding this MOU or Research Agreements or other arrangements being considered or conducted hereunder shall be made by or on behalf of a Party without the prior written consent of the other party. However, disclosure as may be required by the relevant laws/acts of the Union of India shall be exempt from this above provision, with prior notice to **SCIENTECH**, as the case may be.

15 AFFILIATES

SCIENTECH may involve one or more of its Affiliates in fulfilling the objectives of this MOU. As used herein, a **SCIENTECH** Affiliate "shall mean any parent company which owns, directly or indirectly, a majority of **SCIENTECH** or any other company that is majority owned, directly or indirectly, by **SCIENTECH** or by any of its parent companies.

16 GOVERNING LAW

This MOU shall be governed by and interpreted in accordance with the laws of India, without recourse to its choice of law principles.

17. SETTLEMENT OF DISPUTES

This MOU and the subsequent agreements shall be interpreted in accordance with the laws of India. Any dispute, claim, or action arising out of or in connection with this MOU, which, after a reasonable attempt at negotiations, has not been resolved within thirty (30) days after written notice of the dispute by one party to the other, shall be submitted to binding arbitration. The arbitration shall be conducted pursuant to the UNCITRAL Rules of the Conciliation and Arbitration by a sole arbitrator selected by mutual agreement of the Parties. If the parties are unable to mutually select an arbitrator within thirty(30) days of initiation of arbitrator, each party shall select an arbitrator and such two arbitrators shall select a third arbitrator, and with the resultant panel of three arbitrators being impaneled ' to resolve the dispute. The arbitration shall be conducted at Aurangabad. The arbitration shall be conducted in the English language, and a written decision shall be issued in English. The arbitration award shall be final, binding and enforceable on the Parties and judgment on any award may be entered in any court having jurisdiction thereover.

18. SEVERABILITY

If any covenant, term, condition or provision of this MOU, including all modifications hereto, or the application thereof to any situation or circumstance shall be finally determined by a **court of competent jurisdiction** to be invalid or unenforceable, all remaining terms, conditions or provisions shall not be affected, and each covenant, term, condition or provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

19. WAIVER

No failure of either Party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no customs or practices at variance with the terms hereof, shall constitute a waiver of a party's right to demand exact compliance with the terms hereof.

20. HEADINGS

Heading and captions used in this MOU are of the convenience of reference only and shall not be deemed or construed as in any way limiting or expanding the language of the provisions to which such headings and captions may refer.

21. ENTIRE AGREEMENT

This MOU, including the Exhibits hereto, contains the entire agreement and understanding of the Parties with regard any to the subject matter hereof and supersedes previous understandings, commitments of agreements, whether written or oral with regard to the subject matter hereof.

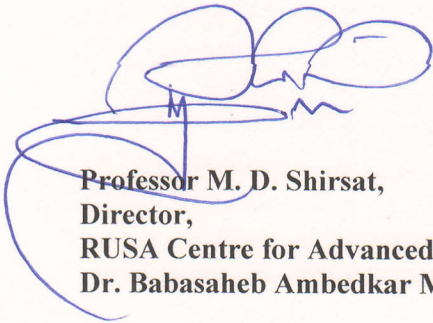
22. SIGNED IN DUPLICATE

This MOU is executed in duplicate copies with each being an official version of this MOU and having equal legal validity.

BY SIGNING BELOW the Parties, representatives, to be acting by their duly authorized intending legally bound, of Understanding effective as of have caused this Memorandum to be executed, effective as of the day and year first above written.

on behalf of:

Dr. Babasaheb Ambedkar Marathwada University, Aurangabad- 431004 (MS) India

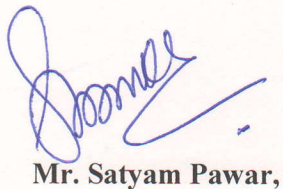


Professor M. D. Shirsat,
Director,
RUSA Centre for Advanced Sensor Technology,
Dr. Babasaheb Ambedkar Marathwada University, Aurangabad (MS) India

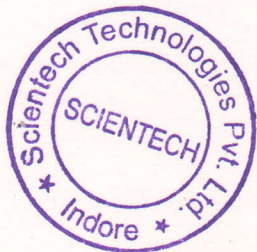
Professor M.D. Shirsat
Director
RUSA Center For Advanced
Sensor Technology (CAST)
Dr. Babasaheb Ambedkar
Marathwada University,
Aurangabad (MS) - 431 004

on behalf of:

Sciencetech Technologies Pvt Ltd, Indore (MP) Indore



Mr. Satyam Pawar,



Sciencetech Technologies Pvt Ltd, Indore (MP) Indore