

6:7:2(1)

(ii) Memorandum of Understanding between NEHU and MERIT-INDIA.

The Deans' Committee in its 145th meeting held on 18.8.2010 considered the application of Prof. R.N.Sharan (Annexure 'A') for entering into a MOU between NEHU and MERIT-INDIA (Annexure 'B'). The Deans' Committee resolved to constitute a committee headed by the Dean School of Life Sciences to examine the whole issue (Annexure 'C') and on being examined by the committee to placed before the Executive Council for consideration. The committee examined the issue and drafted the MOU (Annexure 'D').

The matter is placed before the Council for consideration.



पूवोत्तर पर्वतीय विश्वविद्यालय
पू० प० विवि० परिसर, शिलांग-७९३०२२ (मेघालय)

North-Eastern Hill University

NEHU Campus, Shillong - 793 022 (Meghalaya)

Professor R. N. Sharan

Department of Biochemistry

Shillong: 22 July, 2010

The Vice-Chancellor
North-Eastern Hill University
Shillong

*Registrar
we may place
it in the deans
committee for consideration
Kamod Zandon
23/7/10*

Subject: - Regarding my patent # IPR/4.18.2/08044/2008 (Blood based immunoprobe assay using biomarker poly-ADP-ribosylation of cellular protein for early detection of human cancers) filed through NRDC, GOI

Sir,

In continuation with my earlier letter of 02.06.2010 addressed to the Registrar on my signing a confidentiality agreement with M/s Alkem Laboratories (P) Ltd., Mumbai, I am happy to inform that the company has now conveyed to me its willingness to proceed further with myself and NEHU towards commercialization of the product of my intellectual property (IP)/patent. At this stage, the company desires to enter into an agreement/MOU with myself (inventor) and NEHU, which may include technology transfer fee and other commercial considerations. Eventhough, the guidelines for such ventures are provided for by the Govt. of India, Department of Science and Technology (DST), Department of Biotechnology (DBT), etc., in our university we have neither set up any IPR/technology transfer cell nor framed appropriate rules, etc. to facilitate the process. Such ventures are likely to be wrongly exploited by companies if not executed cautiously and appropriately within the framework of rules of the land. It would be, therefore, highly desirable that we seek professional help and guidance in the matter, which will not only help formalization of the proposed agreement/MOU between myself/NEHU and M/s Alkem Laboratories (P) Ltd., but also help protect my intellectual property rights (IPR) from wrongful exploitation.

I have been in contact with one such professional firm called Merit India Consultants (P) Ltd., New Delhi, which offers services in the field of professional management of IP besides others. This firm is promoted by Dr. Rajendra Prasad, Ph. D., who is a retired technocrat of CSIR, New Delhi. In my opinion, this firm is appropriate for consultation to help NEHU and its faculty learn the intricacies of IPR and its management for gainful exploitation by NEHU and the inventor/IPR holder. I am enclosing documents introducing the firm and its founder, Dr. Prasad (details on <http://www.Technology->



Prof. R. N. Sharan

Continuation page

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Patent.com). I had known Dr. Prasad since he was in CSIR, when I had a research project funded by CSIR. Dr. Prasad has shown his willingness to help NEHU in this venture and has sent a draft MOU for the purpose for your consideration.

I request you to kindly peruse the enclosed brochure and draft MOU in order to establish a formal contact with Merit India Consultants (P) Ltd. to take forward the IPR issue relating to M/s Alkem Laboratories (P) Ltd. In my opinion, we should use the expertise of Merit India to formulate our own policies for the benefit of the university on the whole. Merit India will also be in a position to help NEHU in international networking to attract foreign students under the PIHEAD program.

An early action from your end will be highly appreciated.

With warm regards,

Sincerely,

R. N. Sharan 23/7/00

Enclosure:

- 1. Brochure of Merit Indian Consultants (P) Ltd.
- 2. Draft MOU



Handwritten notes and signatures on the right margin, including 'Sir', '23/7/00', and a signature.

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Memorandum of Understanding

This Memorandum of Understanding (MOU) for mutual cooperation towards business development through utilization of institutional intellectual property rights (IPR) was entered on September, 2010

By and Between

1. North-Eastern Hill University (NEHU) set up by an Act of Parliament in 1973 which has its establishment in Shillong, Meghalaya. The university is herein after referred to as 'NEHU' which expression shall unless the context otherwise requires include its constituted attorneys owners legal representatives, successors and assigns.
2. Merit India Consultants Private Limited, registered under the Companies Act having its registered office at B-1/154, Paschim Vihar, New Delhi has its head office at C-89, Mansarovar Garden, New Delhi 110015. The company is herein after referred to as 'MERIT-INDIA' which expression shall unless the context otherwise requires include its constituted attorneys owners legal representatives successors and assigns.

Whereas

3. The objectives of NEHU include dissemination and advancement of knowledge in diverse fields of learning aimed at socio-economic development and welfare of the people of north-eastern region. In pursuance of the above objectives, NEHU is engaged in providing educational courses in Shillong and its faculty is engaged in research in advanced areas of science, technology and humanities and is already creating sizeable 'intellectual property' and knowledge resources that require to be managed professionally.

Now, Therefore

- 3.1. NEHU is keen to manage its 'intellectual property and knowledge resources' arising out of the patent of Prof. R. N. Sharan (Dept. of Biochemistry) as per national and international norms within the gambit of UGC/MHRD/GOI stipulations and towards these objectives, it is keen to manage its intellectual property on professional lines as per the national and international trends to reap true value of the said patent in economic and commercial sectors.

And, Whereas

4. MERIT-INDIA has established its business to offer services for managing intellectual property of its industrial clients as well as academic and research institutions. The promoter of MERIT-INDIA has extensive experience in 'management of intellectual property' by virtue of being formerly Head of International Affairs of Council and Scientific

& Industrial Research (CSIR) and a registered Patent Agent with Indian Patent Office and his expertise is internationally acknowledged, and

5. MERIT-INDIA is keen to effectively utilize its key expertise in 'international networking' as well as in 'intellectual property' for the benefit of its partner institutions; in this case, it is keen to act as 'knowledge partner' with NEHU to help achieve its objectives.

Now therefore, in consideration of the mutual covenants and promises hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

6. NEHU is keen to enhance its share in national and international filing of patents on its inventions as well as intensify commercialization of research results through appropriate 'technology transfer' arrangements and is also keen to create awareness on the significance of 'intellectual property' and towards this end it is keen to engage intellectual resources of MERIT-INDIA and both parties, inter alia, agree to the following:
 - 6.1. MERIT-INDIA would make available its expert advice on queries related to i) technology-transfer arrangements on the said patent and ii) licensing of the said patent and know-how transfer to industrial parties under this MOU as and when approached.
 - 6.2. MERIT-INDIA by virtue of signing this MOU is bound to maintain due confidentiality of the sensitive information shared by NEHU without requiring to enter specific 'confidentiality agreements' in each case to ease the consultation process.
 - 6.3. NEHU would commission MERIT-INDIA as and when felt necessary to conduct on-campus management of intellectual property.
 - 6.4. NEHU would commission and authorize the promoter of MERIT-INDIA, Dr Rajendra Prasad (Registered Patent Agent - IN/PA 1498) for drafting and filing of patent applications, both national and PCT in relation to the said patent and carry out prosecution till the grant of patents at appropriate terms as and when the need arises.
 - 6.5. NEHU is also keen to develop 'Intellectual Property and Licensing Policy' for the university and towards this objective would commission MERIT-INDIA on appropriate terms to prepare a draft policy for adoption by the University.

Implementation of MOU

7. Appropriate service contracts, requests and queries by NEHU would be issued for attention and compliance by MERIT-INDIA as and when necessary, to which due diligence would be employed by MERIT-INDIA in their execution.

Duration of MOU

8. This MOU shall remain in force for a period of five years and shall be automatically extended for subsequent periods of one year each, unless one of the parties gives notice to the other party of its intention to terminate the arrangement at any time.
9. In witness whereof these presents have been entered and signed this MOU the day and year after above written.

For NEHU

For MERIT-INDIA

Prof. R. N. Sharan
Inventor

Dr. Rajendra Prasad
Chairman,
Merit India Consultants (P) Limited
New Delhi

Mr. L. Roy
Registrar

North-Eastern Hill University,
Shillong
Meghalaya

Extract from the ^{08.12.10} Minutes of 145th Deans' Committee Meeting held on 11.8.2010

ANNEXURE-'C'

K.F
DC:145:7 (ii): The committee decided to constitute a committee to examine/study the details regarding the application received from Prof. R.N. Sharan regarding signing of MOU on "Patent".

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|---|------------------------|
| (i). Dean, School of Life Sciences | : Chairman & Convener. |
| (ii). One Teacher from School of Technology | : Member |
| (iii). Head, Department of Law | : Member |

The Committee will submit its report in 15 (fifteen) days.

MEMORANDUM OF UNDERSTANDINGH

This Memorandum of Understanding (MOU)
For mutual cooperation towards business development through
Utilization of institutional intellectual property rights (IPR) is made and entered upon
on this the _____ day of _____ Two thousand and ten.

By and Between

The North-Eastern Hill University (NEHU) set up ^{by} an Act of Parliament 1973 with its Headquarters in Shillong, Meghalaya represented by the Registrar hereinafter referred to as "NEHU" which expression, shall, unless otherwise excluded by or repugnant to or inconsistent with the subject or context thereof, shall include and be deemed to include its successors, assigns and Legal representatives of the one Part.

AND

M/s. Merit India Consultants Private Limited, registered under the Companies Act having its registered office at B-1/154, Paschim Vihar, New Delhi having its head office at C-89, Mansarover Garden, New Delhi 110015 hereinafter referred to as 'MERIT-INDIA' which expression shall unless otherwise repugnant to or inconsistent with the subject or context thereof include and be deemed to include their constituted Attorney Owners, Legal Representatives, successors and assigns of the other Part.

Statement of Intention**Whereas**

The objectives of NEHU include dissemination and advancement of knowledge in diverse fields of learning aimed at socio-economic development and welfare of the people of north-eastern region. In pursuance of the above objectives, NEHU is engaged in providing educational courses in Shillong and its faculty is engaged in research in advanced areas of science, technology and humanities and is already creating sizeable 'intellectual property' and knowledge resources that require to be managed professionally.

Now, Therefore

NEHU is keen to manage its 'intellectual property and knowledge resources' arising out of the patent of Prof. R.N. Sharan (Dept. of Biochemistry) as per national and international norms within the gambit of UGC/MHRD/GOI stipulations and towards these objectives, it is keen to manage its intellectual property on professional lines as per the national and international trends to reap true value of the said patent in economic and commercial sectors.

And, Whereas

MERIT-INDIA has established its business to offer services for managing intellectual property of its industrial clients as well as academic and research institutions. The promoter of MERIT-INDIA has extensive experience in 'management of intellectual property' by virtue of being formerly Head of International Affairs of Council and Scientific

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU)

For NEHU For MERIT-INDIA

Utilization of institutional intellectual property rights (IPR) is made and entered into on this the _____ day of _____ Two thousand and ten.

Mr. L. Roy
Registrar
North-Eastern Hill University
Shillong, Meghalaya

By and Between

Dr. Rajendra Prasad
Chairman
Merit-India Consultants(P) Limited
New Delhi

AND

Ms. Merit India Consultants Private Limited, registered under the Companies Act having its registered office at B-1/24, Paschim Vihar, New Delhi having its head office at C-89, Mansarovar Garden, New Delhi 110015 hereinafter referred to as 'MERIT-INDIA' which expression shall unless otherwise repugnant to or inconsistent with the subject or context thereof include and be deemed to include its successors, assigns and legal representatives of the one Part.

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(vi) Payment of HASA to the employees of NEHU.

NO:EC:144:2010:6:6:(vi): The Chairman gave a brief account on the introduction of HASA and Ordinance OE-10 and the Council considered the payment of HASA to the employees of NEHU and **RESOLVED** to approve the resolution of the 84th Academic Council that the UGC's letter need not be discussed by this Council and that a suitable reply be sent by Administration in consultation with a Committee to be constituted by the Chairman of the Council consisting of one member each from the University Court, Academic Council, Executive Council, NEHUTA and NEHUNSA.

The Council also **RESOLVED** to nominate Prof. R.P. Bajpai, Member of the Executive Council, as a member of this Committee and the reply as drafted by the Committee be sent by e-mail to all Members.

The Council expressed with serious concern on the budget cut and urged the UGC not to impose the penalty on NEHU.

The Council further **RESOLVED** to prepare a history on payment of HASA to employees of NEHU.

6:7: Others:

(i) Minutes of the 98th Building Committee held on 17th September, 2010.

NO:EC:144:2010:6:7:(i): The Council considered the Minutes of the 98th Building Committee held on 17.9.2010 and **RESOLVED** to approve the same. The Council also **RESOLVED** that the action taken by the Building Committee on construction works be placed in the next Executive Council meeting.

(ii) Memorandum of Understanding between NEHU and MERIT, India.

(iv) Memorandum of Understanding between CCS, NEHU and Elgin Community College, Illinois, USA.

