

DECCAN EDUCATION SOCIETY'S DR. P.C. SHEJWALKAR CENTRE FOR ENTREPRENEURSHIP AND INNOVATION (DSCEI)

DECCAN EDUCATION SOCIETY CAMPUS, FERGUSSON COLLEGE ROAD, DECCAN GYMKHANA, SHIVAJI NAGAR, PUNE - 411004, MAHARASHTRA WEBSITE: WWW.DESIPUNE.ORG



TO WHOM SO EVER IT MAY CONCERN

This is to state that, "Deccan Education Society's Dr. P.C. Shejwalkar Centre for Entrepreneurship and Innovation" is meant to provide assistance for innovation to all units of DES.

Being a unit of DES, **DES Brijlal Jindal College of Physiotherapy, Pune** has been associated with Dr. P.C. Shejwalkar Centre for Entrepreneurship and Innovation right form its inception i.e. since March 2022.

We understand the importance of fostering innovation and entrepreneurship among our associated institutions and, therefore, we welcome the faculty members and students of DES Brijlal Jindal College of Physiotherapy, Pune to avail this facility as and when required.

The facilities offered at the Incubation Centre include:

- Workspace: Dedicated workspaces for ideation, collaboration, and development.
- Mentorship: Access to experienced mentors and industry experts.
- Networking Opportunities: Engage with like-minded individuals and potential collaborators.
- Workshops and Training Programs: Regular sessions to enhance entrepreneurial skills.
- Administrative Support: Assistance with legal, financial, and administrative aspects of startups.
- Access to Funding Networks: Guidance in connecting with potential investors and funding sources.

We strongly encourage DES Brijlal Jindal College of Physiotherapy's students and faculty to explore these facilities and integrate them into your academic and entrepreneurial pursuits. This collaboration aims to create a conducive environment for innovation and the growth of startups within our academic community.

Additionally, we are pleased to inform you that we have a fully equipped co-working space at Tilak Bhavan, Pune, located at the heart of the city on Lal Bahaddur Shastri Road. We believe this will further enhance the learning and collaborative experience for our students.

the updates about our incubation centre can be found on our Incubator's LinkedIn Page (<u>https://www.linkedin.com/company/des-dscei/</u>)

tor Entrepre Shrinidhi Chandrashekh **Convener DSCEI**



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 29thday of January – Two Thousand Twenty (29.01.2020),

BETWEEN

DECCAN EDUCATION SOCIETY'S Brijlal Jindal College of Physiotherapy, Fergusson College Campus, Pune 411004, the First Party represented herein by its Principal, Dr. Aparna Sadhale,



Fergusson College Campus, Pune - 411 004. Maharashtra. India, (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Mettle Innovations, 106, Grandeza Apartment, Bhujbal Township, Kothrud Pune 411038 the Second Party, and represented herein by its Chief Executive Officer, Mukund Jagdish Deshpande (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

B)

First Party is a Higher Educational Institution named:

DECCAN EDUCATION SOCIETY'S Brijlal Jindal College of Physiotherapy, Fergusson College Campus, Pune 411004

- First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) Mettle Innovations –, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Business and Commerce and related fields

- F) Mettle Innovations –, the Second Party is promoted by its Chief Executive Officer, Mukund Jagdish Deshpande, 106, Grandeza Apartment, Bhujbal Township, Kothrud Pune 411038
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1.2

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities that may be relevant to secure additional opportunities for one another.
 - First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per UGC/AICTE internship Policy. The Second Party will also register itself on UGC/AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields under the scope of institution
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 Guest Lectures: Second Party to extend the necessary support to deliver guest

lectures to the students of the First Party on the technology trends and in house requirements.

- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the DECCAN EDUCATION SOCIETY'S Brijlal Jindal College of Physiotherapy, Fergusson College Campus, Pune 411004 the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

Both parties will be indulging in the specific certificate courses and will share revenue for the same. The revenues will be decided and agreed upon depending on the scope of work for both the parties.

CLAUSE 3 INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

3.2 The incidental IPR created because of this MoU and activities under its umbrella will be shared after case to case considerations not limited to knowhow, inventions, patents, copyrights and design.

CLAUSE 4 VALIDITY

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4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Mettle Innovations**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any

act on the part of **Training Partner** or **Mettle Innovations**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and Second **Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

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First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Pune.







For DECCAN EDUCATION SOCIETY'S Brijlal Jindal College of Physiotherapy

Authorized Signatory

For – Mettle Innovations

Authorized Signatory

Name of Institution- DECCAN EDUCATIO SOCIETY'S Brijlal Jindal College o Physiotherapy	NName of Industry– Mettle Innovations of
Address:Fergusson College Campus, Pun 411004	e ^{Address:106, Grandeza Apartment,} Bhujbal Township, Kothrud Pune 411038
Contact Details Dr. Aparna Sadhale +91 9225340940	Contact Details: Mukund Jagdish Deshpande +91 9730306695 +91 9422701984
E-mails: office.physiotherapy@despune.org	E-mails: mukundj.deshpande@gmail.com
Web: http://www.desphysiotherapycollege.com/	Wéb: www.mettleinnovations.in

Witness1: Zocustifith Snehal Joshi

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Witness3:

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PRIYANKA PRAVEEN MAHAMUNI NOTARY, GOVT. OF INDIA **Residential Add.-**238, Budhwar Peth, Bhat Wada, Babugenu Chowk, Near Tulshi Baug, PUNE-411602. Mob. No.8485853091, 82757\$8400

Witness4:

Tejashree Sukrel

BEFORE ME flahamen)

PRIYANKA PRAVEEN MAHAMUM NOTARY GOVT. OF INDIA DIST. PUNE (MANARASHTRA) Regd . Ho. 15221 Exp. Dt:08/01/2025

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परवाना क. २२०१९५४ मुद्रांक विकत घेणाऱ्याची सही ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासुन ६ महिन्यात वापरणे बंधनकारक आहे.

MEMORANDUM OF UNDERSTANDING

जवा रंगीनाथ चौधरी

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this

the ____ day of _____

BETWEEN

Deccan Education Society's Brijlal Jindal college of Physiotherapy, Fergusson College Campus, Deccan Gymkhana, Pune, Maharashtra 411004, the First Party represented herein by Smt. Swati C. Joglekar, Secretary, Governing Body, DE Society, aged about 54 years, occ: Service, occ: Service, Address - Fergusson College Campus, Shivajinagar, Pune - 411004.

(which expression shall unless there be anything repugnant to the subject or contrary to the context mean and include its present and future Trustees, their heirs, Legal Representatives, Executors, Administrators, And Assigns) (Herein after referred to as "DE SOCIETY" for the sake of brevity) The Party of the First Part

AND

Entrepreneurship Development Center, an Indian Non-profit Company registered under section 8 of The Companies Act- 1956, having its registered office at 100, NCL Innovation Park, CSIR-NCL Campus, Dr. Homi Bhabha Road, Pune-411008, Maharashtra, India, hereinafter referred to as Venture Center, which expression shall unless repugnant to context include its successors, executors and assignees,

Both herein after referred to as the "Parties" collectively, or "Party" individually.

1. PREAMBLE

For Venture Center

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WHEREAS Venture Center is a non- profit technology business incubator (TBI) hosted by CSIR-Natural Chemical Laboratory, Pune specializing in science and technology based startups in a wide array of market sectors and scientific disciplines. Venture Center is a TBI created under a scheme of CSIR (Government of India), approved by DST-NSTEDB (MoS&T, Govt of India). Venture Center is recognized as a NIDHI-Center of Excellence by DST-NSTEDB. Venture Center is also a BIRAC (Department of Biotechnology, Govt of India) supported bio incubator that is nurturing several biotechnoiced startups and innovators. BIRAC has selected Venture Center to host the BIRAC Regional BioInnovation Center and the Center for Biopharma Analysis. Venture Center has been awarded the National Award for Technology Business Incubators from the President of India on 11 May 2016, the AABI (Asian) Incubator of the Year 2018 and National Entrepreneurship Award under the Ecosystem Builder Category 2019 and National Award for best Incubator for nurturing IP 2021-22

WHEREAS Venture Center has formed a technology transfer hub -TechEx.in with support from the National Biopharma Mission (NBM) – an initiative of Biotechnology Industry Research Assistance Council (BIRAC) and Department of Biotechnology (Government of India), to help and assist inventors and technology developers seek formal IP protection, market their technologies, help technology developers and technology commercialization entities find each other, forge partnerships and advance the technology closer to the market in a win-win partnership.

WHEREAS D.E. Society Brijlal Jindal College of Physiotherapy has plans to strengthen its

For Institution

innovation promotion, IP protection and technology commercialization capabilities and has expressed an interest in engaging with partners with complementing activities and interests.

WHEREAS, given the commonality of objectives, Venture Center has agreed to make accessible its various TechEx.in services to D.E. Society Brijlal Jindal College of Physiotherapy as mentioned in Appendix 1.

Given the complementarities of their objectives and aligned interests, the Parties therefore decided to enter into a MoU to secure those objectives by mutual cooperation.

2. INTERPRETATION AND DEFINITIONS

Subject to the context hereof the following words and expressions shall be construed and interpreted so as to have the following meaning.

2.1

2.2

Effective Date: shall mean the date of signing of this agreement by both parties.

Technology: shall mean D.E. Society Brijlal Jindal College of Physiotherapy technical know how, technical knowledge and information, and/or patents and patent applications.

IP: Intellectual Property shall mean Knowhow, confidential information, Patents, trademarks, Industrial Designs and IC Layout Designs and Copyrights if any.

TERM OF MOU

3.1 This MoU shall remain in force for a period 12 months from the Effective date.

3.2 The term of the MoU as specified in 3.1 may be extended to such further terms as mutually decided by the parties in consultation with each other, which shall not be more than 35 months in all including the first 12 months.

4. SCOPE OF MOU

4.1 Venture Center agrees to partner with D.E. Society Brijlal Jindal College of Physiotherapy and D.E. Society agrees to accept VentureCenter as a partner.

4.2 Both Venture Center and D.E. Society Brijlal Jindal College of Physiotherapy agree to designate one nodal person from each side to coordinate and facilitate implementation of this MoU. On behalf of D.E. Society Brijlal Jindal College of Physiotherapy, Dr. Snehal Joshi will be the nodal person as point of contact. On behalf of Venture Center, Dr. Kavita Parekh will be the nodal person as point of contact. The relationship under this MoU shall be mutually non-exclusive.

Responsibilities of Venture Center 4.3 For Venture Center For Institution Flus

Venture Center agrees to invite D.E. Society Brijlal Jindal College of Physiotherapy 4.3.1 for all the open talks, seminars and events.

4.3.2 Venture Center will arrange and announce free of cost mentoring and advisory clinics open to all its Strategic Partners including the D.E. Society Brijlal Jindal College of Physiotherapy. The mentoring clinics will be held roughly once a month. D.E. Society Brijlal Jindal College of Physiotherapy will be required to signup for the above clinics and book the slots on a first come as per availability.

4.3.3 Venture Center agrees to make accessible discounted TechEx.in services (as listed in the Appendix1) to D.E. Society Brijlal Jindal College of Physiotherapy subject to a) availability, b) D.E. Society Brijlal Jindal College of Physiotherapy agreeing to all terms & conditions applicable to specific services and c) payment of applicable fees. The D.E. Society Brijlal Jindal College of Physiotherapy may or may not choose to avail of these services as per requirement and as allowed by its rules.

4.3.4 Venture Center will provide access to occasional funding support for patent filing and/ or tech transfer training announced by NBM-BIRAC as and when available.

Responsibilities o D.E. Society Brijlal Jindal College of Physiotherapy

D.E. Society Brijlal Jindal College of Physiotherapy shall identify a single point contact at **D***L*. Society Brijlal Jindal College of Physiotherapy

4.4.2 D.E. Society Brijlal Jindal College of Physiotherapy shall acknowledge and credit Venture Center (a registered Service mark of Entrepreneurship Development Center) as Innovation Management Support provided by TechEx.in, the RTTO supported by Venture Center and National Biopharma Mission wherever applicable.

4.4.3 In order to reduce any misunderstandings or duplication of work, the D.E. Society Brijlal Jindal College of Physiotherapy shall inform Venture Center of any parallel efforts by other partners'/ service providers with regards to services offered by Venture Center.

4.5 Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MOU.

5. CONFIDENTIALITY

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4.4.1

5.1 Parties shall initiate discussions by sharing non-confidential information first.

Venture Center shall at all-time act with the utmost good faith and a spirit of co-operation 5.2 and shall ensure that confidential information if any disclosed to it by the D.E. Society Brijlal

For Venture Center For Institution Unis

Jindal College of Physiotherapy will be kept confidential.

6. NON-SOLICITATION

D.E. Society Brijlal Jindal College of Physiotherapy agrees that during the period of this MoU and 6 months after that, it will not hire, contract or take away or cause to be hired, contracted or taken away any employee or independent contractor of Venture Center.

7. AMENDMENTS

7.1 This MoU is the sole repository of the mutually agreed covenants between the parties. The MoU may be amended by mutual consent and the amendments shall be applicable from the date of such amendments unless agreed to contrary.

7.2 Any matter not provided for in this MoU may be discussed and any agreement on such matter maybe added in this MoU as addendum by reducing such agreement in writing. Any such addendum shall be deemed to be an integral part of the MoU.

8. TERMINATION

The parties have the option to withdraw from any or all areas of cooperation covered by this MoU by giving a notice of not less than 10 days in writing to the other party, informing the cause(s) for termination. However, the provisions of confidentiality shall bind both parties.

9. NOTICES

The parties establish the following contact addresses for the provision of serving notices under this MoU:

For D.E. Society Brijlal Jindal College of Physiotherapy

Name Phone:

Email:

For Venture Center

For Venture Genter

COO & General Manager Entrepreneurship Development Center Venture Center, 100, NCL Innovation Park, Dr. Homi Bhabha Road, Pune- 411008

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For Institution

Email:gm@venturecenter.co.in

10. INDEMNIFICATION

Each Party shall indemnify, defend and hold harmless the other Party, its officers agents, volunteers, contractors, and employees from any and all liability, loss, expense including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this MOU. This indemnity shall survive termination of this MOU.

11. **RESOLUTION OF DISPUTES**

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this MOU or the subject matter hereof through consultation and negotiation in good faith in a spirit of mutual cooperation. Such matters will be initially addressed by the Nodal officers of each party who shall use reasonable efforts to attempt to resolve the dispute through good faith negotiations. If they fail to resolve the dispute within thirty (30) days after either party notifies the other of the dispute, then the matter will be escalated to the Directors/Heads of Organizations or their designees of each party for resolution and in the event of any persistent disagreement; the parties shall appoint neutral and otherwise qualified third party mediator. The mediator fees shall be shared equally between both parties.

12. NO LIABILITIES

Neither party shall make a claim against or be liable to, the other party or its affiliates or agents for any damages, including (without limitation) lost profits or injury to business reputation, resulting from the continuation or abandonment of negotiations.

13. GOVERNING LAW

For Venture Center

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13.1 The validity, construction and performance of this MOU and the rights and obligations of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the Union of India applicable to contracts made and to be wholly performed within India, without giving effect to any principles of conflict of law provisions thereof.

13.2 The Parties here to unequivocally and expressly agree that any disputes or differences arising out of or in relation to this MOU, including the interpretation thereof, shall be subject to the

For Institution

exclusive jurisdiction of the courts of Pune only.

14. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment 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, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continued beyond one month, the parties shall then mutually decide about the future course of action.

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15. HEADINGS

The section headings contained in this Agreement are set forth for the convenience of the parties only, do not form a part of this Agreement and are not to be considered a part here of for the purpose of construction or interpretation hereof, or otherwise.

16. ENTIRE AGREEMENT

This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Venture Center and D.E. Society and supersedes all prior and contemporary agreements, oral or written.

17. NO WAIVER OR ASSIGNMENT

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing. This Agreement, or any part thereof, may not be assigned or transferred without the prior written consent of the other party.

18. SEVERABILITY

If any provision hereof is held unenforceable or void, the remaining provisions shall been forced in accordance with their terms.

In witness whereof, the parties hereto have caused their authorized representatives to sign this

For Venture Center	For Institution
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Memorandum of Understanding on the date mentioned herein above.

For and on-behalf of Venture Center

Name of signatory: Dr Manisha Premnath

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Designation: COO&GM

Stamp Date

Witnesses: avita Parekh PAREKA-KAI 1.

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For Venture Center

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For and on-behalf of D.E. Society

Name of signatory:- Smt. Swati Joglekar Designation:- Secretary, Governing Body, DES Date:- 30/05/2023

Witnesses:

For Institution

Sneha Joshi

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Date: Place: Pune

APPENDIX-1

TechEx.in services relevant to D.E. Society Brijlal Jindal College of Physiotherapy and the terms at which they shall be available:

D.E. Society Brijlal Jindal College of Physiotherapy will be able to avail of services of TechEx.in at the following deep discount:

Category	Description	Discount
Strategic Partners	Applicable on all TechEx.in services	,30%

List of TechEx.in services: (More information latest Term Sheet, please see <u>http://www.techex.in/services/</u>)

- Designing and drafting institutional policies for innovation management
- IP protection and data management
- Agreement structuring and drafting
- Technology marketing and lead management
- Technology transfer-deal structuring, IP valuation and contract management
- Spin off and new venture creation
- IP Analytics: reports and opinions
- Technology and IP audits and due diligence
- Awareness & training for faculties, inventors, students etc.
- Training of in-house IP/TT staff

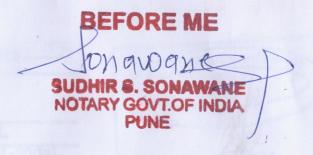
For Venture Center

• Any other technology and innovation management services announced by TechEx.in.

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19 JUN 2023