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NON JUDICIAL

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GOVERNMENT OF KERALA
e-Stamp

e-Stamp Serial Number : 20242500000968738

Verification Code : 471656516V

Govt. Reference No.(GRN)	: KL034093781202425E
Purpose	: Agreement or memorandum of an agreement - if not otherwise provided for
Amount of Stamp Paper Purchased in Numeral	: ₹ 200
Amount of Stamp Paper Purchased in Words	: Rupees Two Hundred
Stamp Paper Purchased on	: 23/01/2025
First Party Name	: PRINCIPAL
First Party Address	: TKM COLLEGE OF ENGINEERING,KOLLAM
Second Party Name	: MANAGING DIRECTOR
Second Party Address	: COGNOGEN PRIVATE LIMITED 30-265/26/71/A, VENKATESWARA NAGAR, TELANGANA 500062
Vendor Code & Name	: 03022394 - Ambili K
Treasury Code & Name	: 0302 - Sub Treasury Kollam

Please write or type below this line

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (the "Agreement") is made and entered into this - 24th January, 2025 (the "Effective Date") by and between with **TKM COLLEGE OF ENGINEERING (TKMCE)** its principal place of business located at Karicode, Kollam-691005, Kerala, India (the "Institution") and **COGNOGEN PRIVATE LIMITED (CGPL)**, having with Principal place of business located at 30-265/26/71/A, Venkateswara Nagar, Sainath Puram, As Rao Nagar Hyderabad, Ranga Reddy, Telangana 500062, India (the "Consultant") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

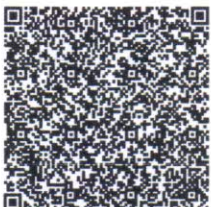
For COGNOGEN PRIVATE LIMITED



[Signature]
DR. SAJEEB R
PRINCIPAL IN-CHARGE
THANGAL KUNJU MUSALIAR
COLLEGE OF ENGINEERING
KOLLAM-691005



[Signature]
DIRECTOR



This can be verified by <https://www.estamp.treasury.kerala.gov.in/verification/verification-action/estampverification> using e-Stamp Serial Number and Verification Code.

In case of any discrepancy, please inform the competent authority.

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KOLLAM

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e-Stamp Serial Number : 20242500000987433

Verification Code : 659249020V

Govt. Reference No.(GRN) : KL034198035202425E
 Purpose : Agreement or memorandum of an agreement - if not otherwise provided for
 Amount of Stamp Paper Purchased in Numeral : ₹ 200
 Amount of Stamp Paper Purchased in Words : Rupees Two Hundred
 Stamp Paper Purchased on : 24/01/2025
 First Party Name : PRINCIPAL
 First Party Address : TKM COLLEGE OF ENGINEERING KARICODE
 Second Party Name : MANAGIN DIRECTOR
 Second Party Address : VIVKENADH COGNOGEN PVT LTD TELANGANA
 Vendor Code & Name : 03021833 - T.G.UTHAMAN
 Treasury Code & Name : 0302 - Sub Treasury Kollam

Please write or type below this line

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (the "Agreement") is made and entered into this - 24th January, 2025 (the "Effective Date") by and between with **TKM COLLEGE OF ENGINEERING (TKMCE)** its principal place of business located at Karicode, Kollam-691005, Kerala, India (the "Institution") and **COGNOGEN PRIVATE LIMITED (CGPL)**, having with Principal place of business located at 30-265/26/71/A, Venkateswara Nagar, Sainath Puram, As Rao Nagar Hyderabad, Ranga Reddy, Telangana 500062, India (the "Consultant") (hereinafter referred to individually as a "Party" and collectively as "the Parties").



[Signature]
Dr. SAJEEB R
PRINCIPAL IN-CHARGE
THANGAL KUNJU MUSALIAR
COLLEGE OF ENGINEERING
KOLLAM



[Signature]
DIRECTOR



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T.G.UTHAMAN
SPECIAL VENDOR LICENCE
KILIKOLLOOR

WHEREAS:

1. TKMCE is a Government-Aided and Autonomous Engineering Institute affiliated with APJ Abdul Kalam Technological University, Kerala, dedicated to providing quality technical education, fostering innovation, and nurturing professionals with a commitment to excellence, ethics, and societal impact.
2. The Consultant has expertise in the aspects of Intellectual Property Rights, Patent, Copyright, Industrial Design, and Trademark.
3. The Institution desires to engage the Consultant to provide certain services in the Consultant's area of expertise, and the Consultant is willing to provide such services to the Institution.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

- (a) Engagement. The Institution hereby engages the Consultant to provide and perform the services (the "Services") as mentioned in the **Schedule A**, of this agreement and the Consultant hereby accepts the engagement.
- (b) Standard of Services. All Services to be provided by the Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented he has. The Institution shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.
- (c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- (d) Representation and Warranty. Consultant represents and warrants to the Institution that he is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.
- (e) Timely Delivery and Penalty for Delays. CGPL commits to delivering services within the agreed-upon timelines as outlined in the agreement. In the event of unjustified delays caused by CGPL, a penalty will be applied, which may include a reduction in fees or a partial refund, as mutually agreed upon.

2. Consultancy Period

- (a) Commencement. This Agreement shall commence on 26th January 2025 and shall remain in effect until 25th January 2026, or the earlier termination of this Agreement as provided in Article 2 (b) (the "Consultancy Period"). The Agreement will be extended for a further period of one year based on the mutual consent from both the parties year on year.
- (b) Termination. This Agreement may be terminated by either Party by giving [1 Month] written notice of such termination to the other Party.
- (c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal



[Signature]
Dr. SAJEEB R
PRINCIPAL IN-CHARGE
THANGAL KUNJU MUSALIAR
COLLEGE OF ENGINEERING
KOLLAM - 691 005



obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

(d) In the event of termination, both parties agree to clearly define the handling of ongoing work, including the status and completion of active projects, and establish mutually agreed-upon fees for incomplete projects. Additionally, both CGPL and TKMCE will ensure the smooth handover of all relevant documents, data, and materials necessary for continuity or closure. The responsibilities of each party during the termination process will be explicitly outlined to prevent disputes and facilitate a seamless transition.

3. Consultancy Fee and Expenses

(a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the Institution shall pay Consultant a Consultancy fee as agreed in **Schedule B** of this agreement, subject to deduction of tax at the applicable rates. The Fee is inclusive of all taxes.

(b) Payment. The Consultant shall submit to the Institution a monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within 15 calendar days after receipt thereof by the Institution.

(c) Revision of fee and Expenses. The consultancy fee and expenses furnished in this Agreement is valid for 1 year. The Consultant may increase the consultancy fee after 12 months, effective from 26th January 2025. The same will be informed to the Institution before the expiry of the current year validity. From next year (next MoU), the expenses will be increased by 15-20% from the amount quoted/ agreed in the current MoU. Additionally, the corresponding fee revisions will require mutual agreement between TKMCE and CGPL.

4. Intellectual Property (IP) Ownership and the Role of TKMCE's IPR Cell

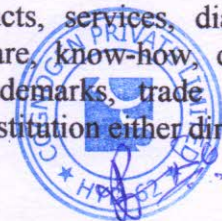
- a) All intellectual property (IP) developed, filed, or created under this MoU shall belong solely to TKMCE. The Consultant shall have no ownership or usage rights beyond the scope of this Agreement.
- b) The Consultant shall not claim ownership over patents, copyrights, trademarks, or any other IP filed or developed under this Agreement.
- c) The Institution's IPR Cell shall serve as an intermediary, facilitating communication and coordination between the stakeholders of the Institution and the Consultant for all intellectual property (IP)-related services.
- d) The IPR Cell shall also be responsible for managing and ensuring the proper transfer of payments from the stakeholders to the Consultant in accordance with the terms of this Agreement.

5. Confidential Information

- a) Defined. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Institution's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, Firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Institution either directly or



[Handwritten Signature]
DR. SAJEEB R
PRINCIPAL IN-CHARGE
THANGAL KUNJU MUSALIAR
COLLEGE OF ENGINEERING 3
KOLLAM - 691 005



indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- i. is in or comes into the public domain without breach of this Agreement by the Consultant,
- ii. was in the possession of the Consultant prior to receipt from the Institution and was not acquired by the Consultant from the Institution under an obligation of confidentiality or non-use,
- iii. is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the Institution, or
- iv. is independently developed by the Consultant without use of any Confidential Information of the Institution.

(a) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Institution, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(b) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Institution's earlier request, Consultant will deliver to Institution all of Institution's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

6. Interference with Business

(a) Non-Competition. During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Institution without obtaining the prior written consent of the Institution.

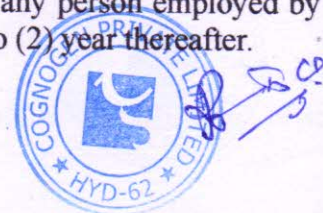
(b) Non-Solicitation. Consultant agrees that for a period of Two (2) year after termination of this Agreement, Consultant shall not:

i. divert or attempt to divert from the Institution any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or

ii. employ, solicit for employment, or recommend for employment any person employed by the Institution, during the Consultancy Period and for a period of Two (2) year thereafter.



Dr. SAUSEER
PRINCIPAL IN-CHARGE
THANGAL KUNJU MUSALIAR
COLLEGE OF ENGINEERING
KOLLAM - 691 011



7. Independent Contractor

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Institution. The Consultant shall have no right to receive any employee benefits provided by the Institution to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Institution in respect of any obligation that may be imposed on the Institution to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the Institution as its agent or to make commitments on behalf of the Institution.

8. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

9. Non-Publicity

Each of Institution and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

10. Assignment


The Services to be performed by the Consultant hereunder are personal in nature, and Institution has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty, or obligation under this Agreement without the Institution's prior written consent. Nothing in this Agreement shall prevent the assignment by the Institution of this Agreement or any right, duty, or obligation hereunder to any third party.

11. Governing Law and Dispute Resolution

Any disputes arising out of or in connection with this agreement shall be resolved through arbitration conducted at a mutually agreed-upon neutral location. Alternatively, for disputes requiring judicial intervention, the courts in Kollam, Kerala, shall have exclusive jurisdiction. This ensures fair and practical resolution mechanisms for both parties.

12. Liability and Indemnification

CGPL agrees to indemnify, defend, and hold harmless TKMCE, its affiliates, officers,


Dr. SAJEEB R
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KOLLAM - 691 005



employees, and agents from and against any claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees) arising out of or resulting from CGPL's actions, omissions, negligence, or breach of this agreement in the provision of its services.

13. Audit Rights

TKMCE shall have the right to periodically audit CGPL's services, financial records in connection with TKMCE (only), and performance related to this agreement. Such audits may include, but are not limited to, reviewing service deliverables, invoices, financial statements, and other relevant documents to ensure compliance with the terms of the agreement. CGPL agrees to cooperate fully and provide access to all necessary records and documents during the audit process. Any discrepancies identified in the audit shall be promptly addressed by CGPL at its own expense.

14. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of

For **TKM COLLEGE OF ENGINEERING**

By:

Name: **Dr. Sajeeb R.**

Title: **Principal**

TKM College of Engineering

**Dr. SAJEEB R
PRINCIPAL IN-CHARGE
THANGAL KUNJU MUSALIAR
COLLEGE OF ENGINEERING
KOLLAM - 691 005**



Signed for and on behalf of

For **COGNOGEN PRIVATE LIMITED**

By:

Name: **Mr. K. Ravindra**

Title: **Managing Director**

For **COGNOGEN PRIVATE LIMITED**



DIRECTOR

Witnesses

- 1) Dr. Anzar S.M. (TKMCE)
- 2) Dr. Sambath RP (TKMCE)
- 3) Dr. Jini Raju (TKMCE)

SCHEDULE A

A) Nature of Services provided by the Consultant under this agreement:

(a) Inventions:

- Assessing the novelty of the invention
- Supply of relevant prior- art

(b) International filings:

- International filings (AU, UK and GE) – Design/ utility Patent

(c) Searches:

- Conducting searches to assess the novelty of the invention (patentability report)
- Conducting search in free and paid databases
- Conducting technical literature searches in various databases

(d) Filing activities/ support:

- Guiding the requestor in preparing all the necessary forms
- Helping in drafting the patent application (especially, form 2)
- Assisting in preparation of patent drawings
- Helping the IPR cell in filing the patents
- Helping the IPR cell in resolving any issues related to filings, transfer of rights, etc.

(e) Training:

- Conducting training sessions to all departments on various aspects of patent drafting and filing

Note: Responding to office actions are excluded in the service as per this agreement. TKMCE should bear the expenses for such office actions separately.

B) Area of Services provided by the Consultant under this agreement:

- Patent Filing (India, and worldwide)
- Copyrights
- Trademarks
- IPR – Design Patent

C) Activities covered for the above Intellectual Property Rights:

- Patents: Patent search, preparation of forms, patent filing by TKMCE's IP cell
- Copyrights: Identifying the scope of work, search for prior- registrations, preparation of forms,

Copyright filing by TKMCE's IP cell



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- Trademarks: Identifying the class for the specific mark, search for prior- registrations, forms, Trademark filing by TKMC's IP cell
- Design Patent/ Design Registrations: Identifying the class of design, search for prior- registrations, forms, design registration by TKMCE's IP cell

D) Technical domains provided by the Consultant under this agreement:

- Circuit branches: Electronics and Electrical Engineering
- Non-Circuit branches: Mechanical and Civil Engineering
- Computer Science
- Others: Biotechnology/ Biomedical/ Chemistry/ Physics/ Chemical Engineering

E) Interaction between the TKMCE's IP cell and Consultant under this agreement:

- Consultant firm will interact with TKMCE's IP cell. If required, consultant team interact with the requestor for additional information with the help of the internal TKMCE's IP cell
- Consultant team will respond to IPR cell's emails/ requests within 2 working days. If any action is required, the team will intimate the timelines to the coordinator of the cell

F) Activities of TKMC's IP cell under this agreement:

- IPR Cell TKMCE shall serve as an intermediary, facilitating communication and coordination between the stakeholders of the Institution and the Consultant for all intellectual property (IP)-related services.
- IPR cell has to collect the Invention Disclosure Forms (IDF)/ student's projects.
- IPR cell should share the corresponding files with the Consultant in an appropriate format.
- IPR cell has to prepare all the necessary forms used for filing as majority of the information related to the inventors/ authors will be available with the cell
- TKMC's IPR cell must file all the filings on behalf of the college by bearing all the expenditures.
- TKMC's cell should provide the necessary support to the Consultant for the execution of its activities.

G) Timelines under this agreement:

Once TKMCE's IP cell shares the sufficient and relevant information, the Consultant firm will follow the following timelines:



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 Dr. SAJEEB R
 PRINCIPAL IN-CHARGE
 THANGAL KUNJU MUSALIAR
 COLLEGE OF ENGINEERING
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- Acknowledgement/ request for additional information: 1 – 2 working days
- Search report: 1 – 5 working days
- Drafting of the application: 5 to 7 working days
- Filing of application [Online mode] - 1 to 2 working days
- Responding to office actions: 5 to 7 working days

H) Support from TKMCE:

- TKMC should assign a team of 2 to 4 people to assist the consultancy firm and should appoint a coordinator to monitor the team's activities.


SCHEDULE B

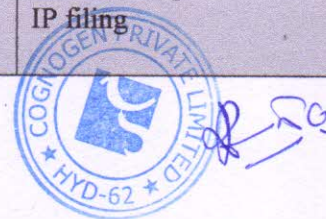
Fees Schedule

All the fees provided are exclusive of the government fees for IP filing and examination filing.

Activity	Services covered	Cost estimate
IP (Patent, Copyright, Designs and Trademarks) filings (26 th January, 2025 to 25 th January 2026)	1. Drafting/ preparation of documents 2. Filing support	Rs. 15, 500 per IP filing
International filings (AU, UK and GE) – Design/ utility Patent	1. Drafting/ preparation of documents 2. Filing support –International filings	8,000 per IP filing
Office Actions (First Examination Report, Hearings)	1. Response to FER (Chargeable) 2. Answering all objections raised by the patent office (free of cost) 3. Helping the inventors to for hearings, if any (free of cost)	5,000 per one FER Response
Trainings	1. Online training 2. Offline sessions	Depends on the no. of sessions and hands-on practice sessions
Quarterly filings (India) *Up to 10 inventions/ IP's	1. Drafting/ preparation of documents 2. Filing support	Rs. 12, 400 per IP filing




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 THANGAL KURLA MUSAL
 COLLEGE OF ENGINEERING
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Note:

- TKMCE has to share the documents which has all the supporting information that is required for patent drafting (for e.g., methods, materials, processes, etc.)
- CGPL shall provide TKMCE with a detailed cost estimate, including a comprehensive justification for all proposed office actions, prior to proceeding. This estimate must outline the scope, rationale, and associated costs to ensure transparency and obtain prior approval from TKMCE before initiating any actions
- Cognogen Private Limited will make every effort to secure the patent grant; however, no guarantee or assurance of the patent grant can be provided by CGPL.



Signature
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