

**Memorandum of Understanding**

between

**BHAVAN'S SHETH R. A. COLLEGE OF ARTS & COMMERCE,  
AHMEDABAD**

GRANT IN AID College  
Established under the Gujarat University Act 1949  
at Ahmedabad, Gujarat  
(Henceforth, to be referred as BSRASCAC)

and



Since 1970

***Y. J. Trivedi & Co.***

PATENT & TRADE MARK ATTORNEYS & ADVOCATES  
INDIA

A leading IPR Law firm at Ahmedabad, Gujarat  
(Henceforth, to be referred as YJT)

For the purpose of exchange of knowledge between start-ups, entrepreneurs,  
innovators and mentors, and engaging in activities aligned with objectives of both  
organisations

This Memorandum of Understanding is made between

**BHAVAN'S SHETH R. A. COLLEGE OF ARTS & COMMERCE**, Ahmedabad, a grant in Aid college incorporated under the Gujarat University Act 1949 of the State Government having its address at Vidyagauri Nilkanth Marg, Khanpur, Ahmedabad (hereinafter referred to as BSRASCAC which expression shall, unless it be repugnant to the subject or context thereof, include its legal representatives and permitted assigns) of the **First Party**;

and

**YJ Trivedi & Co.**, a leading IPR Law firm, having its address at 2<sup>nd</sup> floor, City Square building, opp. Kashiram hall, University Road, Ahmedabad, Gujarat- 380015 represented by its senior partner Ms. Gopi Jatin Trivedi (hereinafter referred to as YJT which expression shall, unless it be repugnant to the subject or context thereof, include its legal representative and permitted assigns) of the **Second Part**;

The Parties of the First part and Second Part are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**"

#### **WHEREAS**

- (A) BSRASCAC has established a Start-up and Entrepreneurship Council to support start-ups, entrepreneurs and innovators in Gujarat, and facilitates the promotion of a culture and spirit of entrepreneurship and innovation across the University ecosystem affecting large number of students and faculty.
- (B) YJT is a leading law firm in Ahmedabad and providing IPR related services since 1970 and it provides extensive expertise services in all areas of Intellectual Property Rights. GU desires to avail the services of the law firm YJT and YJT agrees to provide services on the terms and conditions agrees as under:

#### **SCOPE OF WORK:**

Under this MoU, YJT shall be providing the following services to students, faculties of BSRASCAC and start-ups of BSRASCAC:

- (a) IPR awareness and allied support services and advice to incubated startups;
- (b) Provide advice and assistance for prosecution of patent application including filing of patent application and/or application for registration of Trademark, Copyright, Designs etc;
- (c) Provide guidance in the drafting and finalization of IPR Policy as part of Start-up & Innovation policy.
- (d) The member of YJT appointed to IPR Scrutiny Committee as per the guidelines of the Student Start-up and Innovation Policy of Government of Gujarat shall attend meetings and provide support and legal assistance to the IPR Scrutiny Committee as and when required.
- (e) Provide any further services as may be mutually agreed between the parties.

#### **In addition to the above operational guidelines, both parties agree that:**

1. The engagement of BSRASCAC with YJT for all assignments shall be through BSRASCAC as a nodal interphase between both organizations.
2. For smoother functioning, YJT shall appoint a nodal officer for its interactions with BSRASCAC.
3. This MoU creates no binding on either party to engage into any specific assignment without mutual consent form both sides.



4. Each party agrees to serve the cause of the MoU with best intentions and unconditionally agrees to indemnify the other against any liability resulting due to inefficiency in upholding the scope of work it is expected to cater to as per the ToR and subsequent terms of agreement, if any.
5. By signing this MoU both parties agree to maintain confidentiality of information exchanged between them for any purpose.
6. Either party shall not release any part of the research work to any third party without getting explicit written consent from the other.

**TERMINATION:**

This arrangement shall be in effect for one year from date of signing the MoU and may be terminated by any party hereto by giving one month's prior notice to the other without assigning any reason and on the expiry of the said period from receipt of the notice this arrangement shall stand terminated except in respect of matters which are already entrusted to YJT and are in the process of completion.

**GENERAL:**

All documents signed, faxed or emailed shall be treated as valid and permissible and integral component of this arrangement.

**OTHER:**

In case of any disagreements between both the organizations, same shall be gracefully resolved using assistance from the apex officers of both organization. Any dispute that arises shall be put in front of a joint committee consisting of partner of YJT and Principal of BSRASCAC for resolution, and their decision shall be final and binding to both organizations.

Witness whereof, the institutions here to have appended their signatures:



DR NEERJA ARUN GUPTA  
Principal  
BSRASCAC

Principal  
Shri R A College Of Arts & Commerce  
(Run by : Bhartiya Vidya Bhavan)  
Khanpur, Ahmedabad-380001.

In the witness of:



DR. RAJIV V. PARIKH  
Secretary to Principal  
BSRASCAC

Place: Ahmedabad  
Date: 7<sup>th</sup> October, 2019



Ms GOPI JATIN TRIVEDI  
Sr. Partner  
Y. J. Trivedi & Co.



Ms SHIVA MEHTA  
Sr. Associate  
Y. J. Trivedi & Co.

