

MEMORANDUM OF UNDERSTANDING
FOR INTELLECTUAL PROPERTY RIGHTS FACILITATION
SERVICES

This Memorandum of Understanding (“MOU”) is made and entered into on this 15th day of July 2026, at Hyderabad. **BY AND BETWEEN:**

RESOLUTE IP SERVICES LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, and a startup registered with the Department for Promotion of Industry and Internal Trade (DPIIT), having its principal place of business at H. No. 1-8-308/2/2/1, 3rd Floor, Haseen Plaza, Patigadda, MG Road, Begumpet, Hyderabad, Telangana – 500003, India, represented by its Chief Executive Officer, (hereinafter referred to as the “**Service Provider**” or “**Resolute IP**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, and permitted assigns) of the **FIRST PART**;

AND

KAVERI UNIVERSITY, a University established as per the Telangana Private Universities (Establishment & Regulation) Act, 2018 under Section 3 thereof, having its campus at Gowraram Village, Wargal Mandal, Siddipet - 502279, Telangana, India, represented by its Vice Chancellor, (hereinafter referred to as the “**Institution**” or “**Kaveri**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, and permitted assigns) of the **SECOND PART**.

(The Service Provider and the Institution shall hereinafter be collectively referred to as the “**Parties**” and individually as a “**Party**”).

PREAMBLE

WHEREAS Resolute IP is engaged in the business of providing comprehensive Intellectual Property Rights (IPR) awareness, protection, and facilitation services for the benefit of industry and academic institutions, leveraging its in-house IP experts and a network of expertise



available across the country to facilitate all forms of IP service requirements in India and abroad.

WHEREAS Kaveri is a distinguished university established with the objective of imparting systematic education and fostering research with cutting-edge technology and infrastructure in the fields of Agriculture, Engineering, and Management, thereby catering to the evolving needs of society and industry.

WHEREAS the Parties are desirous of collaborating to foster a culture of innovation and IPR protection within the Institution, and Resolute IP has agreed to provide its expert services to Kaveri for the facilitation of IPR related activities on the terms and conditions hereinafter appearing.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND AGREEMENTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 OBJECTIVE AND SCOPE OF COLLABORATION

1.1 The primary objective of this MOU is to establish a framework for cooperation between the Parties to promote IPR awareness, facilitate the protection of intellectual property generated at the Institution, and provide expert guidance to its students, faculty, and researchers.

1.2 The scope of collaboration shall encompass the following areas:

- i. **IPR Counselling and IP Clinics:** Providing strategic advice and one-on-one counselling on all aspects of IPR.
- ii. **IPR Facilitation Services:** End-to-end facilitation for the filing, prosecution, and registration of Patents, Trademarks, Copyrights, and Industrial Designs.
- iii. **IPR Training and Capacity Building:** Conducting workshops, seminars, and training programs to enhance IPR literacy within the Institution.
- iv. **IP Commercialization Support:** Assisting in the drafting of agreements for licensing, assignment, and technology transfer.



2.0 RESPONSIBILITIES OF RESOLUTE IP

Resolute IP shall, in furtherance of the objectives of this MOU, undertake the following responsibilities:

- 2.1 To offer Pro Bono IPR counselling services throughout the year to the students, faculty, and professors of Kaveri, providing preliminary advice on the patentability of inventions and the registrability of other forms of IP.
- 2.2 To provide comprehensive IP facilitation services for all forms of IPR, from the stage of filing the application with the relevant Indian IP office until the final grant or registration thereof.
- 2.3 To provide expert support in the drafting and vetting of all agreements related to IP commercialization, including but not limited to Licensing Agreements and Assignment Deeds, and to assist in preparing responses to Office Actions and other prosecution-related communications from the IP offices.
- 2.4 To organize and conduct IPR awareness sessions and training programs at least once every quarter (i.e., four times a year) for the benefit of the Institution's faculty and students, covering both foundational and advanced topics in IPR.
- 2.5 To maintain a detailed record of all IPR applications filed on behalf of the Institution and provide periodic status updates.

3.0 RESPONSIBILITIES OF KAVERI UNIVERSITY

Kaveri shall, for the effective implementation of this MOU, undertake the following responsibilities:

- 3.1 To provide complete and accurate Invention Disclosure Forms (IDFs) and all other necessary technical documents for the filing of Patent applications, for both Provisional and Complete Specifications, as per the requirements of the Patents Act, 1970.
- 3.2 To collaborate with Resolute IP in determining, on a case-by-case basis, the most appropriate patent filing strategy until the patent application is published. This includes



deciding whether to file a **Provisional Specification** followed by a **Complete Specification**, or to directly file a **Complete Specification**, based on the nature and readiness of the invention.

3.3 To provide all necessary information, documentation, and authorizations required for the filing and prosecution of Copyrights, Trademarks, and Industrial Designs.

3.4 To provide the necessary infrastructure, including premises and/or an online platform, to facilitate the organization of quarterly training programs and awareness sessions by Resolute IP.

3.5 To appoint a single point of contact or a nodal officer from within the Institution to coordinate with Resolute IP for all matters arising under this MOU.

4.0 FINANCIAL ARRANGEMENTS

4.1 **Statutory Fees:** Kaveri shall be solely responsible for and shall bear all necessary Government and Official fees required for the filing, prosecution, and maintenance of IPR applications, as prescribed by the Indian IP office and other relevant authorities from time to time.

4.2 **Professional Charges:** The professional charges for rendering IPR services, including but not limited to drafting, filing, and prosecution, shall be communicated by Resolute IP to Kaveri on a case-to-case basis through a formal quotation. Such services shall be commenced only after mutual agreement and written approval of the quotation by Kaveri.

4.3 Any Financial commitments will be discussed and placed in Annexures.

4.4 **Invoicing and Payment:** All invoices for professional charges and statutory fees shall be raised by Resolute IP and must be settled by Kaveri within thirty (30) days from the date of the invoice.

5.0 CONFIDENTIALITY

5.1 Both Parties agree to maintain strict confidentiality of all technical, commercial, financial, and proprietary information (“Confidential Information”) exchanged in connection with this MOU. Such Confidential Information shall be used solely for the purposes of this collaboration.



5.2 Any disclosure of Confidential Information to a third party shall require the prior written consent of the disclosing Party.

5.3 The obligation of confidentiality shall not apply to any information which (a) is or becomes part of the public domain through no fault of the receiving Party; (b) was already in the possession of the receiving Party before its disclosure hereunder; or (c) is required to be disclosed by law or by an order of a court of competent jurisdiction.

5.4 This confidentiality obligation shall survive the termination or expiry of this MOU for a period of three (3) years thereafter.

6.0 INTELLECTUAL PROPERTY OWNERSHIP

6.1 It is expressly understood and agreed that all intellectual property rights in any invention, work, design, or mark developed solely by the students, faculty, or researchers of Kaveri shall vest exclusively with Kaveri.

6.2 Resolute IP shall retain ownership of its pre-existing intellectual property, including its methodologies, templates, and proprietary software used in the course of providing services under this MOU.

7.0 TERM, TERMINATION, AND RENEWAL

7.1 This MOU shall come into effect from the date of its execution and shall remain valid for a period of twelve (12) months ("Term").

7.2 Upon the expiry of the Term, this MOU may be renewed for such further period and on such terms and conditions as may be mutually agreed upon in writing by both Parties.

7.3 Either Party may terminate this MOU by giving one (1) month's prior written notice to the other Party, in the event of a material breach of any of the terms and conditions of this MOU by the other Party, provided that the said breach is not rectified within the notice period.

7.4 In the event of termination, the rights and obligations of the Parties shall be settled by mutual discussion.



8.0 DISPUTE RESOLUTION

8.1 Any dispute, controversy, or claim arising out of or relating to this MOU, or the breach, termination, or invalidity thereof, shall be settled, in the first instance, through amicable mutual discussions between the Parties.

8.2 If the dispute is not resolved amicably within thirty (30) days of the commencement of discussions, it shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

8.3 The arbitral tribunal shall consist of a sole arbitrator to be mutually appointed by the Parties.

8.5 The language of the arbitration proceedings shall be English. The award of the arbitrator shall be final and binding on the Parties.

9.0 GOVERNING LAW AND JURISDICTION

This MOU shall be governed by and construed in accordance with the laws of India. Subject to the arbitration clause above, the competent courts in Hyderabad, Telangana, shall have exclusive jurisdiction to entertain any suit or proceeding arising out of this MOU.

10.0 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, earthquake, strikes, lockouts, epidemics, pandemics, riots, or civil commotion, provided that the Party affected thereby shall give a notice in writing to the other Party within one month of such occurrence or cessation. If the force majeure conditions continue beyond a period of six (6) months, the Parties shall mutually decide the future course of action.

11.0 MISCELLANEOUS

11.1 Relationship of Parties: The relationship between the Parties is on a principal-to-principal basis. Nothing in this MOU shall be construed to create a partnership between the Parties.



11.2 Entire Agreement: This MOU constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings, or arrangements.

11.3 Amendment: No amendment or modification of this MOU shall be valid unless the same is made in writing and duly signed by the authorized representatives of both Parties.

11.4 Assignment: Neither Party may assign its rights or delegate its obligations under this MOU without the prior written consent of the other Party.

11.5 Notices: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered post, or by a recognized courier service to the addresses of the Parties first mentioned above.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date, month, and year first above written.

FOR AND ON BEHALF OF RESOLUTE IP SERVICES LLP  Name: Mr. Subhajit Saha Designation: Chief Executive Officer 	FOR AND ON BEHALF OF KAVERI UNIVERSITY  Name: Dr. B Srinivasulu Designation: Registrar 
---	---
