



उत्तर प्रदेश UTTAR PRADESH

GP 224564

AGREEMENT

This agreement is executed on the 30th day of January, 2024, between;- **Deen Dayal Upadhyaya Gorakhpur University**, having its registered office at Civil Lines, Gorakhpur, Uttar Pradesh- 273009, India, of the one part

And **Sanshadow Consultants Pvt. Ltd.** (a company registered under the Indian Companies Act 1956, having its registered office at G-262, Sarita Vihar, New Delhi- 110076, hereinafter referred to as "Sanshadow," which expression shall include its successors and assigns) of the other part.

WHEREAS:

- A. **Deen Dayal Upadhyaya Gorakhpur University** proposes to engage Sanshadow, for IPR Consultancy work with effect from 30th day of January, 2024, which is engaged in IPR Consultancy Services through its consultants and other staff placed at its branch office in Delhi.
- B. Sanshadow agrees to provide such services as may be instructed by **Deen Dayal Upadhyaya Gorakhpur University** relating to such IPR consultancy services for "Deen Dayal Upadhyaya Gorakhpur University". Such services shall be as enumerated in Annexure 1, Scope of Services & Rate Card, as agreed between **Deen Dayal Upadhyaya Gorakhpur University** and Sanshadow from time to time.

NOW THIS AGREEMENT WITNESSETH AS BELOW:

[Handwritten signatures]

1. Effective date and duration

This agreement shall be construed to have come into effect from 30th day of January, 2024 and shall remain in force till 5 Year unless terminated earlier. On expiry of duration, both the parties may review and renew this agreement on such terms and conditions as may be mutually agreed between them.

2. Services

Deen Dayal Upadhyaya Gorakhpur University hereby engage Sanshadow to provide the services as enumerated in the Scope of Services & Rate Card in Annexure 1 to this agreement. While SSCPL will undertake the facilitation with the best of its ability, knowledge and perception, its liability is restricted to only repeating the exercise in case the efforts have not been found to meet the client's requirements.

3. Records

Sanshadow shall maintain all information shared by **Deen Dayal Upadhyaya Gorakhpur University** for a period specified by **Deen Dayal Upadhyaya Gorakhpur University** from the document dates, and would seek approval from **Deen Dayal Upadhyaya Gorakhpur University** before destroying.

The material would be the property of the **Deen Dayal Upadhyaya Gorakhpur University** and would be available on demand. In case of termination / completion of contract, the material would be duly handed over to the **Deen Dayal Upadhyaya Gorakhpur University**.

4. Confidentiality

Sanshadow shall maintain absolute confidentiality of all information received from the **Deen Dayal Upadhyaya Gorakhpur University**, as also any results or conclusions arising therefrom. Sanshadow shall not disclose any such information to any third party without obtaining the **Deen Dayal Upadhyaya Gorakhpur University's** specific prior written consent. Sanshadow, would also maintain absolute confidentiality on all work related to the models/inventions/information being subject matter of this agreement. Each party's obligations under this section, shall terminate when the party seeking to avoid its obligation under such section can document that it was in the public domain at the time it was communicated to Recipient by Discloser through no fault of Recipient.

5. Consideration

In consideration of services that may be provided by Sanshadow in accordance with instructions of **Deen Dayal Upadhyaya Gorakhpur University**, **Deen Dayal Upadhyaya Gorakhpur University** hereby agrees to remunerate Sanshadow, in accordance with the

rate card mutually agreed between the parties, ANNEXURE 1 hereto. **Deen Dayal Upadhyaya Gorakhpur University** agrees to make payment to Sanshadow, within 30 days of the monthly bills which may be submitted by Sanshadow as per the aforesaid rate cards.

6. Billing

Sanshadow shall submit bills along with supporting documents within 15 days of completion of concerned service.

Sanshadow, will provide a list of completed jobs for which payment has not been received, if any, to the **Deen Dayal Upadhyaya Gorakhpur University** at the end of each quarter.

7. Credit terms

The **Deen Dayal Upadhyaya Gorakhpur University** agrees to pay all Sanshadow bills within 30 days from the date of receipt of the bills. Payment will be made through Electronic Fund Transfer.

8. Governing laws

The Parties shall be governed by the laws as applicable to India.

9. Force majeure

Neither the **Deen Dayal Upadhyaya Gorakhpur University** nor Sanshadow, shall be liable for any default, delay or lapse occurring due to events beyond their control, including riots, strikes, war or other acts of God.

11. Termination

Deen Dayal Upadhyaya Gorakhpur University may terminate this agreement by giving two month's written notice to Sanshadow, without assigning any reason whatsoever. The obligations of the parties shall continue during the notice period. Sanshadow, shall be required to hand over to the **Deen Dayal Upadhyaya Gorakhpur University** all material/information relating to **Deen Dayal Upadhyaya Gorakhpur University** in its possession at the end of the notice period.

Sanshadow may terminate this agreement by giving two month's written notice to **Deen Dayal Upadhyaya Gorakhpur University**, without assigning any reason whatsoever.

12. Arbitration



In case of any disputes or differences relating to or arising out of this agreement shall endeavor to resolve the same through mutual negotiations and in a spirit of harmony and goodwill.

If in spite of the aforesaid, any dispute or difference arising out of this agreement could not be settled by negotiations within 30 days of having arisen, the same shall be decided by arbitration of a sole arbitrator, who shall be appointed with mutual consent of the parties. If there is no consensus on the nomination of sole arbitrator the same shall be appointed by the Delhi High Court. The arbitral tribunal shall conduct arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be New Delhi.

The Parties submit to the exclusive jurisdiction of the courts at New Delhi.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day month and year mentioned first above through their authorized officials.

For Deen Dayal Upadhyaya Gorakhpur University <i>Poonam</i> <i>11/3/24.</i> Authorized Signatory Name/Designation Prof. Poonam Tandon Vice-Chancellor D.D.U. Gorakhpur, University, Gorakhpur	For Sanshadow Consultant Pvt. Ltd. <i>Shaleen Raizada</i> Authorized Signatory Dr. Shaleen Raizada M.D. & C.E.O.
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IN THE PRESENCE OF WITNESSES:

1. *Shastogi*
1-3-2024
Registrar
D.D.U. Gorakhpur University
Gorakhpur

Rajwansi
(RITIKA RAJWANSI)
SANSHADOW CONSULTANTS PVT. LTD.

2. *01/3/2024*
Finance Officer
D.D.U. Gorakhpur University
Gorakhpur

Monika
(Dr. Monika Shukla)
Sanshadow Consultants Pvt. Ltd

ANNEXURE 1
(SCOPE OF SERVICES & RATE CARD)

A. Extraction Activity (Online/ Offline)

S. No.	Description of Step	SSCPL Professional Fee (INR)	Govt. Fee (online) (INR)
1	a) Online Extraction of patents (via Zoom)	Free	N/A
	b) In-person extraction session of patents at the Deen Dayal Upadhyaya Gorakhpur University Campus (Time duration 4hrs.)	25,000/- + GST@18% + Flight fare for 03 Consultants from Delhi to Gorakhpur	N/A

B. Patent Processing

S. No.	Description of Step	SSCPL Professional Fee (INR)	Govt. Fee (online) (INR)
1	Taking over already filed cases (Transfer case)	5,000/- + GST@18%	N/A
2	a) Sanshadow professional fees for Novelty Search Report	4,000/- + GST@18%	N/A
	b) Sanshadow professional fees for preparing and filing Provisional Specification	10,000/- + GST@18%	1,600/-
	c) Sanshadow professional fees for preparing and filing Complete Specification after Provisional.	12,500/- + GST@18%	N/A
3	Request for Early Publication (Form-9)- (Optional Step)	3,500/- + GST@18%	2,500/-
4	Request for Examination (Form-18)	3,500/- + GST@18%	4,000/-
5	Request for Expedited Examination (Form-18A)- (Optional Step)	3,500/- + GST@18%	8,000/-
6	Preparing and Filling Response to First Examination Report	15,000/- + GST@18%	Nil or (as per requirement of Controller if any)




7	Request for mention of inventor names in grant certificate (Form-8)	3,500/- + GST@18%	800/-
8	Request for NBA Approval	3,500/- + GST@18%	500/-
9	Sanshadow Professional fees for attending Hearing and written submission	25,000/- + GST@18%	Nil or (as per requirement of Controller if any)
10	Patent Grant	Free	As per government regulation
11	IPR Policy creation (if required)	25,000 + GST@18%	N/A

C. Copyright Registration

S. No.	Particulars	Sanshadow Prof. Fees (INR)	Govt. Fees (INR)
1	Filing of a Copyright Application	10,000/- + GST@18%	500/- (for literary, artistic and software)
2.	Preparation and submission of response to discrepancy letter (if any)		
3.	Obtaining Certificate (Including all out of pocket expenditures)		

D. Design Registration

S. No.	Particulars	Sanshadow Prof. Fees (INR)	Govt. Fees (INR)
1.	Professional Fee for filing the application for a single Design Application in a single class (immediately)	15,000/- + GST@18%	4,000/-
2.	Professional Fee for drafting and filing responses to first examination report		
3.	Professional Fee for acceptance of an application for final registration process, obtaining registration certificate (Professional Fees + expenses)		




E. Trademark Registration

S. No.	Particulars	Sanshadow Prof. Fees (INR)	Govt. Fees (INR)
1.	Professional Fee for filing the one TM applications for a single mark in a single class	20,000/-+ GST@18%	Rs.10,000/-
2.	Professional Fee for drafting and filing responses (including affidavit) to first examination report for a single mark in a single class		
3.	Professional Fee for attending and submitting arguments in a hearing for a single mark in a single class		
4.	Professional Fee for acceptance of an application for final registration process and obtaining the registration certificate (Professional Fees + expenses) for a single mark in a single class		

<p>For Deen Dayal Upadhyaya Gorakhpur University</p> <p><i>Poonam</i> 2/5/24</p> <p>Prof. Poonam Tandon Vice-Chancellor</p> <p>Authorized Signatory Name/Designation</p> <p>D.D.U. Gorakhpur, University, Gorakhpur</p>	<p>For Sanshadow Consultant Pvt. Ltd.</p> <p><i>Shaleen Raizada</i></p> <p>Dr. Shaleen Raizada M.D. & C.E.O.</p> <p>Authorised Signatory</p>
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IN THE PRESENCE OF WITNESSES:

1. *Shastogi*

1-3-2024
Registrar
D.D.U. Gorakhpur University
Gorakhpur

Rajwanti
(RITIKA RAJWANTI)
SANSADOW CONSULTANTS PVT. LTD.

2. *04/3/2024*

Finance Officer
D.D.U. Gorakhpur University
Gorakhpur

Monika
2. Dr. Monika Shukla
(Sanshadow Consultants Pvt Ltd)