

BY AND BETWEEN

TRION LAW PARTNERS LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its office at P-5 LGE, South Extension II, Block P, New Delhi-110049, acting through its authorized representative (hereinafter referred to as the '*First Party*'), which expression shall, unless repugnant to the context or meaning thereof, include its partners, representatives, successors and permitted assigns;

AND

KD UNIVERSITY, MATHURA, UTTAR PRADESH, an educational institution/university having its campus at 24 KM Milestone, NH#19, Mathura-Delhi Road, P.O.-Akbarpur, Tehsil Chhata, Mathura-281406, Uttar Pradesh, acting through its authorized representative (hereinafter referred to as the '*Second Party*'), which expression shall, unless repugnant to the context or meaning thereof, include its officers, administrators, departments, schools, centres, cells, successors and permitted assigns.

TRION and the University shall hereinafter individually be referred to as a '*Party*' and collectively as the '*Parties*'.

WHEREAS, The Second Party is engaged in higher education, research, innovation, entrepreneurship, academic development, skill enhancement and institutional capacity building through its various schools, departments, centres, cells and academic units.

WHEREAS, The Second Party proposes to operate an IPR Cell, R&D Centre, Incubation Centre, and/or allied institutional platforms for encouraging innovation, research, startup development, intellectual property awareness and technology-based entrepreneurship among students, faculty, researchers and incubated entities.

WHEREAS, The First Party is a law firm engaged in intellectual property rights, patents, trademarks, copyrights, designs, commercial laws, contracts, technology law, startup advisory, licensing, assignments, due diligence, dispute resolution and allied legal services.

WHEREAS, The Parties desire to collaborate for creating awareness, capacity building and institutional support in the areas of intellectual property rights, innovation protection, startup legal readiness, research commercialisation, technology transfer and entrepreneurship development.

WHEREAS, The Parties are entering into this MoU to record their mutual understanding and broad framework for collaboration.


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NOW THEREFORE, in consideration of the mutual understanding recorded herein, the Parties agree as follows:

1. OBJECTIVE

The objective of this MoU is to establish a collaborative framework between the Parties for the following purposes:

- a) assisting the University in establishing, structuring and operationalizing its proposed R&D Cell, IPR Cell, Innovation Cell and Incubation Centre;
- b) assisting the University in building institutional processes for invention disclosure, IP evaluation and IP filing support;
- c) creating awareness regarding patents, trademarks, copyrights, designs and related intellectual property rights;
- d) supporting students, faculty, researchers, startups and incubated entities in identifying, protecting and commercializing intellectual property;
- e) conducting workshops, seminars, training programmes, guest lectures and certificate sessions; and
- f) promoting innovation, entrepreneurship and startup legal literacy;

2. PURPOSE AND SCOPE

The Parties may collaborate in the following areas:

2.1 Establishment and Support of IPR Cell

The First Party may support the University in in establishing, structuring and operationalising the proposed IPR Cell by assisting in:

- a) creating invention disclosure formats;
- b) guiding faculty and students on preliminary IP identification;
- c) conducting periodic IP orientation sessions;
- d) assisting in developing institutional IP processes;
- e) providing guidance on patent, trademark, copyright and design protection and registration;
- f) IP portfolio management;
- g) licensing and assignment documentation; and
- h) supporting IP-related events, competitions and innovation activities;


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2.2 Establishment and Support of Incubation Centre and Startup Activities

The First Party may assist the University in setting up and operationalizing its proposed Incubation Centre and supporting future incubated startups by providing awareness and general guidance on:

- a) founder agreements;
- b) startup structuring;
- c) brand protection;
- d) IP ownership and assignment;
- e) confidentiality and non-disclosure agreements;
- f) employee and consultant IP clauses;
- g) licensing and commercialisation models;
- h) due diligence readiness; and
- i) legal issues in technology transfer and product commercialisation.

2.3 Research and Development (R&D) Support

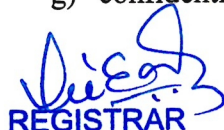
The First Party may provide general awareness, set-up guidance and documentation support in relation to the proposed R&D Cell and R&D activities, including:

- a) protection of research output and laboratory innovations;
- b) invention disclosure management and preliminary IP identification for R&D projects;
- c) legal readiness before publication, presentation, disclosure or collaboration;
- d) IP ownership, inventorship, authorship and revenue-sharing considerations in R&D projects;
- e) legal documentation for commercialisation of innovations.

2.4 Research Commercialisation and Technology Transfer

The First Party may provide general guidance on:

- a) protection of research output;
- b) legal readiness before disclosure or publication;
- c) licensing of technology;
- d) assignment of IP rights;
- e) collaboration agreements;
- f) revenue-sharing considerations;
- g) confidentiality protection in industry discussions;


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3. ROLE AND RESPONSIBILITIES OF THE FIRST PARTY

The First Party may, subject to availability and mutual agreement:

- a) conduct IPR and startup legal awareness sessions for the University;
- b) provide guidance to the University's IPR Cell, R&D Centre and Incubation Centre;
- c) support the University in developing preliminary formats for invention disclosure and IP review;
- d) provide introductory consultations or orientation sessions, as may be mutually agreed;
- e) provide professional services such as filing, drafting, prosecution, advisory, due diligence or documentation only under a separate written engagement; and

4. ROLE AND RESPONSIBILITIES OF THE SECOND PARTY

The University may:

- a) nominate a nodal officer/coordinator for implementation of this MoU;
- b) facilitate interaction with the IPR Cell, Innovation Cell, Incubation Centre, faculty members, students, researchers and startups;
- c) provide necessary infrastructure for physical or virtual sessions, wherever applicable;
- d) coordinate registrations, attendance, certificates and internal communication for events;
- e) obtain necessary internal approvals for use of name, logo, photographs and publicity material;
- f) ensure that any confidential research, invention or startup information is shared with proper authorization;
- g) inform the First Party in advance regarding the nature, audience, objective and expected outcome of each proposed activity; and
- h) coordinate with the First Party for any paid professional service through a separate written approval, proposal, quotation or engagement letter.


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5. FINANCIAL ARRANGEMENT

- 5.1 This MoU, by itself, shall not create any financial obligation upon either Party.
- 5.2 Any professional services, including but not limited to patent drafting, patent filing, trademark filing, copyright registration, design filing, legal advisory, agreement drafting, prosecution, opposition, due diligence, licensing, assignment, litigation or commercialisation support, shall be undertaken only pursuant to a separate written proposal, quotation, work order, engagement letter or fee arrangement.
- 5.3 The Parties may mutually agree on discounted institutional fee structures, student/faculty support models, startup support packages or event-specific fee arrangements from time to time.
- 5.4 Expenses relating to venue, hospitality, printing, certificates, travel, accommodation, government fees, professional fees or other costs shall be decided separately in writing for each activity.

6. NO FORMAL LEGAL OPINION THROUGH AWARENESS SESSIONS

- 6.1 Any workshop, seminar, guest lecture, awareness session, mentoring session or general guidance provided under this MoU shall be for educational and awareness purposes only.
- 6.2 Such general sessions shall not be construed as a formal legal opinion, attorney-client advice, professional engagement or legal representation unless a separate written engagement is executed.
- 6.3 The First Party shall not be responsible for any decision taken by any student, faculty member, researcher, startup, incubated entity or third party solely on the basis of general awareness sessions conducted under this MoU.

7. INTELLECTUAL PROPERTY OWNERSHIP

- 7.1 All intellectual property owned by either Party prior to this MoU shall continue to remain the exclusive property of the respective Party.
- 7.2 Any intellectual property generated by the students, faculty, researchers, departments, startups or incubated entities of the University shall be governed by the applicable laws, University policies and separate agreements, if any.
- 7.3 Any patent, trademark, copyright, design, licensing, assignment or commercialisation work shall be governed by a separate written engagement and the applicable law.


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8. CONFIDENTIALITY

- 8.1 Each Party shall maintain confidentiality of all confidential information received from the other Party.
- 8.2 Confidential information shall include unpublished research, invention disclosures, technical information, business plans, startup ideas, student/faculty data, commercial information, legal documents, financial information and any information marked or reasonably understood to be confidential.
- 8.3 The Parties shall not disclose confidential information to any third party without prior written consent, except where required by law.
- 8.4 The confidentiality obligations shall survive expiry or termination of this MoU for a period of two (02) years.

9. USE OF NAME, LOGO AND PUBLICITY

- 9.1 Neither Parties shall use the name, logo, trademark, seal, emblem, branding, photographs, videos or institutional identity of the other Party in any poster, brochure, website, social media post, certificate, press release or promotional material without prior written approval.
- 9.2 Any publication or publicity regarding activities conducted under this MoU shall be mutually approved by the Parties.
- 9.3 The University may mention the First Party as a knowledge partner, IPR partner, legal awareness partner or collaboration partner only with prior written approval and in the manner mutually agreed.

10. TERM AND RENEWAL

- 10.1 This MoU shall remain valid for a period of three (03) years from the date of execution.
- 10.2 The MoU may be renewed for a further period by mutual written consent of the Parties.
- 10.3 The Parties may review the progress of the collaboration periodically and may modify the scope of activities through written mutual understanding.


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11. TERMINATION

- 11.1 Either Party may terminate this MoU by giving ninety (90) days' prior written notice to the other Party.
- 11.2 Termination shall not affect any activity, engagement, professional service, payment obligation, confidentiality obligation or responsibility already undertaken prior to the date of termination.
- 11.3 Any separate engagement letter, work order, quotation or professional service arrangement shall be governed by its own terms, unless otherwise agreed in writing.

12. NON-EXCLUSIVITY

This MoU is non-exclusive. Nothing contained herein shall restrict either Party from entering into similar arrangements with any other university, institution, law firm, consultant, professional, company, incubator, startup or organization.

13. LIMITATION OF RELATIONSHIP

- 13.1 This MoU does not create any partnership, agency, employment, joint venture or fiduciary relationship between the Parties.
- 13.2 Neither Party shall have authority to bind the other Party unless expressly authorized in writing.
- 13.3 This MoU is intended to record a broad framework of collaboration and shall not be treated as a binding contract for professional services unless specifically agreed in writing.

14. NODAL OFFICERS

For effective implementation of this MoU, the Parties may designate the following nodal officers:

For TRION Law Partners LLP:

Name	Bharat Sharma &	Siddhant Sharma
Designation	Partner	Partner
Email	bhaarat@trionlaw.in	siddhant@trionlaw.in
Phone	9568899996	9557629905


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For KD University:

Name	Dr. Vikram Sharma
Designation	Prof & HoD, Orthopedics
Email	vikramsharma2000@gmail.com
Phone	9958434172

The Parties may replace their nodal officers by giving written intimation to the other Party.

15. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with the laws of New Delhi, India. The courts at jurisdiction of New Delhi shall have jurisdiction in relation to any dispute arising out of or in connection with this MoU.

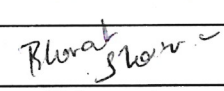
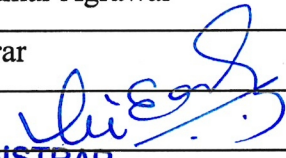
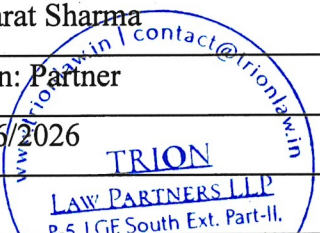
16. AMENDMENT

Any amendment, modification or addition to this MoU shall be valid only if made in writing and signed by authorized representatives of both Parties.

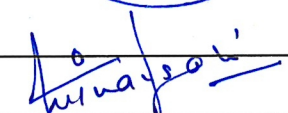
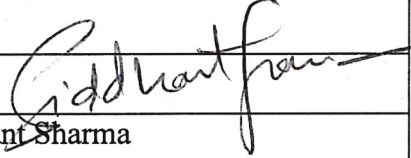
17. NOTICES

Any notice or communication under this MoU shall be sent by email and/or registered post to the official addresses of the Parties as mentioned above or as updated from time to time.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date and place first mentioned above.

FOR TRION LAW PARTNERS LLP	FOR KD UNIVERSITY
Signature: 	Signature:
Name: Bharat Sharma	Name: Dr. Vikas Kumar Agrawal
Designation: Partner	Designation: Registrar
Date: 08/06/2026	Date: 08/06/2026 
Seal: 	Seal: REGISTRAR K D University

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Witness 1	Witness 2
Signature: 	Signature: 
Name: Hema Joshi	Name: Siddhant Sharma
Address: Ashoka City, Mathura	Address: Trion Law Partners, New Delhi

