

Memorandum of Understanding
Between
EEPC India
And
Biswajit Sarkar, IP Attorney

This Agreement confirms the common desire of the two persons, namely **EEPC India** ("EEPC" in short hereinafter, which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in interests and assigns) having its registered office at Vanijiya Bhavan (1st Floor), International Trade Facilitation Centre, 1/1, Wood Street, Kolkata – 700 016 and **Mr. Biswajit Sarkar, Advocate and Intellectual Property Attorney** ("IP Attorney" in short hereinafter, which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its representatives, employees working under him, his associates and assigns), having his office at 42A D. D. Khanna Road, Kolkata - 700 054 to maintain and further mutual co-operation and understanding for the purpose of providing assistance on intellectual property related issues with regard to matters pertaining to EEPC India's Technology Centre.

WHEREAS, **EEPC India** and the **IP Attorney** agree to cooperate, to the extent that the laws of the land permit each of them to and also within the terms of reference of each of them in the following areas:-

- I. The IP Attorney shall periodically arrange to apprise the members of EEPC India regarding the applicable laws of global market intelligence in technology development.
- II. The IP Attorney shall provide guidance to members of EEPC India Technology Centre on specific IPR related issue(s) which needs to be followed in connection with use of any industrial standards/



designs on a particular day every week when he shall visit the said Technology Centre.

- III. The IP Attorney shall provide training on IPR matters to members of EEPC India Technology Centre when they are organized by EEPC India.
- IV. The IP Attorney shall conduct seminars/ give presentations on diverse IPR matters for members of EEPC India Technology Centre when they are organized by EEPC India.

A. This agreement is in no way exclusive and the signing parties remain free to make similar agreements with other institutions of their choice and also to execute any obligations arising from already concluded agreements. However, the parties hereto shall at all times maintain and upkeep secret and confidential any know-how, information, accounts and data which it has or may acquire from time to time relating to the business, activities or operations of the other party and/or its member companies and shall not disclose or divulge the same or any part thereof to any Third Party without the prior consent of the other party in that behalf.

B. For the purpose of fulfilling this Agreement, to undertake joint periodic reviews of this Agreement at the request of either party.

C. This Agreement becomes effective, subject to what is mentioned in paragraph 'E' of this Agreement, from the day of signing and shall remain operative, subject as above, until either of the two persons requests its termination in writing to the other person at least three months in advance. Both the parties herein will have the right to propose amendments if and when they consider such amendments are necessary to improve the co-operation between them.

D. Both the parties will treat mutual achievements, business models and agreements between them confidential and will not disclose details to third parties.



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E. The aforementioned protocol and co-operation can only be implemented in a legally binding form on the basis of special agreements and other adopted resolutions, which may be elaborated in future and then also subject to the national laws of the country. It is made clear that nothing hereinabove, whether express or by necessary implication, shall be enforceable as against either party, and no right or liability, as the case may be, shall arise from this Agreement in favour and/or as against any of the parties hereto.

This memorandum of understanding is made in duplicate in English language.

In witness whereof **EEPC India** and **Mr. Biswajit Sarkar** cause their representatives to set their hands hereto in Kolkata on the September 20, 2018.

**Signed for
EEPC India**

**Biswajit Sarkar
Advocate**





Witnessed by

Witnessed by

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