



महाराष्ट्र MAHARASHTRA

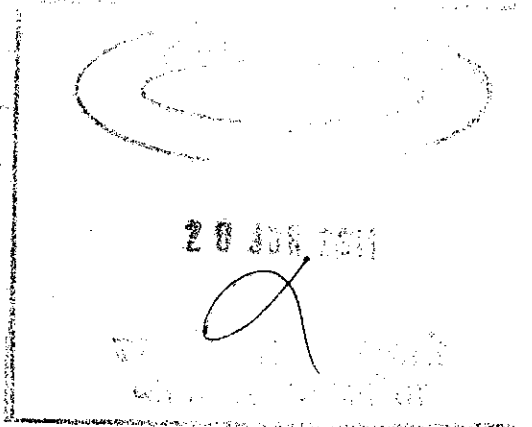
EP 055383

44/10/11

श्री. सुजाता ओकाशी  
एडवोकेट ए. ए. ए. ए. ए.  
पुणे - ४११ ००१, जयसिंग रोड, नरेंद्र राव, पुणे - ४११ ००१

अ. क्र. E6E6 संख्या 9001- दिनांक 30/6/2011

नाम एड. सु. अर. डी. अय. की  
पता को. अर. पुणे ३८  
हस्ता रा. रा. शेरव



Amendment to Memorandum of Understanding for Technical Support Services

This first amendment is made to Memorandum of Understanding for Technical Support Services (MoU) Agreement entered into on 1st July, 2010 between The Controller General of Patents, Designs and Trade Marks (CGPDTM) under the Department of Industrial Policy and Promotion, Government of India

and

Council of Scientific and Industrial Research through its Unit for Research and Development of Information Products (CSIR-URDIP).

The term of the said MoU expires on 30<sup>th</sup> June 2011. In accordance with the terms of the said MoU the parties have decided and agreed that the term of the said MoU be extended for a further period of one year from 1<sup>st</sup> of July 2011 to 30<sup>th</sup> of June 2012 or till the target of prior art search reports for 2500 patent applications is achieved whichever is earlier.




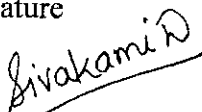

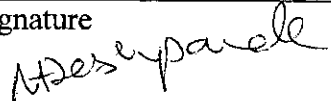

*[Handwritten signature]*

This Amendment is entered into pursuant to the MoU entered into on 1<sup>st</sup> July, 2010 between the CGPDTM and the CSIR-URDIP and shall be deemed effective as of 1<sup>st</sup> July, 2011 ("Effective Date"). Unless stipulated otherwise, all the other terms and conditions and capitalized terms which are used and not defined in this Amendment shall have the meaning as described to such terms in the MoU, which is incorporated by reference.

All terms and conditions of that MoU shall apply to this Amendment. To the extent possible, these documents are to be read consistently, in the event of any express inconsistency between this Amendment and the MoU, the terms of this Amendment shall prevail.

**SEAL OF PARTIES**

In witness whereof the parties hereto have signed this amendment to MoU on the 1<sup>st</sup> July 2011.

For and on behalf of CSIR-URDIP	For and on behalf of CGPDTM
Signature 	Signature 
Name: Dr R.R. Hirwani Designation: Head, CSIR-URDIP	Name: Mr P.H. Kurian, IAS Designation: Controller General of Patents, Designs and Trade Marks
Seal 	Seal H. KURIAN Controller General of Patents, Designs, Trade Marks and Intellectual Indications भारतकामंडलु बौद्धिक संपदा विभाग एस.एम. रोड एन्टोप हिल, मुंबई-४०००३७ Boudhik Sampada Bhavan, S. M. Road, Antop Hill, Mumbai-37.
Witnesses: (Name & Address)	Witnesses: (Name & Address)
Signature 	Signature 
Mrs. Sivakami. A. Dhulap, Scientist, CSIR-URDIP, Paud Road, Pune 411038	Dr W.M. Dhumane, Sr. Jt. Controller of Patents and Designs, Intellectual Property Office, Antop Hill, S. M Road, Mumbai-400037
Date: 1 <sup>st</sup> July 2011	Date: 1 <sup>st</sup> July 2011
Signature 	Signature 
Mr Nishad Deshpande, Scientist, CSIR-URDIP, Paud Road, Pune 411038	Mr V.Ravi, Sr. Jt. Registrar of Trade Marks Intellectual Property Office, Antop Hill, S. M Road, Mumbai -400037
Date: 1 <sup>st</sup> July 2011	Date: 1 <sup>st</sup> July 2011



**INTELLECTUAL  
PROPERTY INDIA**

PATENTS/DESIGNS/  
TRADE MARKS/  
GEOGRAPHICAL  
INDICATIONS.



सत्यमेव जयते

**Government of India**

Office of The Controller General  
Patents, Designs & Trade Marks

Boudhik Sampada Bhavan,  
Nr. Antop Hill Head Post Office,  
S.M. Road, Antop Hill,  
Mumbai-400 037, India.

(Tel): ☎ 022-24132735  
022-24144525

(Fax): ☎ 022-2412 3322  
022-24172288

(Email): [cgooffice-mh@nic.in](mailto:cgooffice-mh@nic.in)

(website): [www.ipindia.nic.in](http://www.ipindia.nic.in)

Date : 01-07-2011

No. CG/URDIP/2011/ 33


To  
Dr. Raj Hirwani  
Head, URDIP  
Jopasana  
85/1, Paud Road,  
Pune - 411 038

**Sub : Amendment of MoU for renewal of contract for prior art search of Patent Applications.**

Sir,

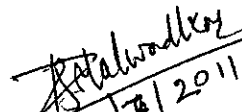
This has reference to the MoU signed by IPO with URDIP for prior art search in respect of patent applications which expired on 30-06-2011. In this connection, I am directed to enclose herewith a MoU signed by CG extending the contract for a further period of one year i.e. upto 30-06-2012 on the same terms and conditions as stipulated in original MoU.

Yours faithfully,

  
01/7/11  
(Dr. W.M. Dhumane)

Sr. Joint Controller of Patents & Designs

Encl : Memorandum of Understanding

  
1/7/2011



**INTELLECTUAL  
PROPERTY INDIA**

PATENTS/DESIGNS/  
TRADE MARKS/  
GEOGRAPHICAL  
INDICATIONS.



सत्यमेव जयते

**Government of India**

Office of The Controller General  
Patents, Designs & Trade Marks

Boudhik Sampada Bhavan,  
Nr. Antop Hill Head Post Office,  
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(Tel): 022-24132735  
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022-24172288

(Email): [cgooffice-mh@nic.in](mailto:cgooffice-mh@nic.in)

(website): [www.ipindia.nic.in](http://www.ipindia.nic.in)

Date : 01-07-2011

No. CG/URDIP/2011/ 33

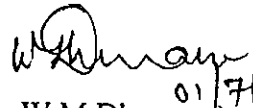
To  
Dr. Raj Hirwani  
Head, URDIP  
Jopasana  
85/1, Paud Road,  
Pune - 411 038

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Yours faithfully,

  
01/7/11  
(Dr. W.M. Dhumane)

Sr. Joint Controller of Patents & Designs

Encl : Memorandum of Understanding



महाराष्ट्र MAHARASHTRA

CT 834552

*smoke*

अ. क्र. E088 स्टॅम्प रु. 9001- दिनांक 30/12/09

सी. सुजादा मोकाशी  
कॅम्प व्हॅटोर L. N. H/IV/6,  
वेध सोसा., उत्कृष्ट हॉलजयळ, पीड २  
पुणे - ३८. 25464676

कंव डॉ. राज. आर. तिरवानी  
पता युरडीप, पोस्ट बॉक्स ३८  
हस्ते दिलीप भोसले

*[Signature]* JUN 2010

MEMORANDUM OF UNDERSTANDING FOR TECHNICAL SUPPORT SERVICES

1.0 PARTIES TO THE MOU

1.1 THIS Memorandum of Understanding (MoU) made and entered into on this First Day of July Two Thousand and Ten between Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhavan, 2,Rafi Marg, New Delhi -110 001 (hereinafter called CSIR which expression shall where the context so admits include its successors and permitted assigns) of the one part,

AND

1.2 The Controller General of Patents, Designs and Trade Marks under the Department of Industrial Policy and Promotion , Government of India and having its office at Boudhik Sampada Bhawan, S.M.Road, Antop Hill, Mumbai - 400 037 (hereinafter called the CGPDTM which expression shall where the context so admits include its regional offices, successors and permitted assigns) of the other part.

*[Signature]*

*[Signature]*

**2.0 PREAMBLE**

2.1 WHEREAS THE CGPDTM administers the working of Patents Act, 1970, Designs Act, 2000, Trade Marks Act, 1999 and Geographical Indications of Goods (Registration and Protection) Act, 1999 also renders advice to the Government of India on matters relating to industrial property rights and has approached CSIR for technical support services on Patent Applications Processing

AND

2.2 WHEREAS CSIR at its Unit for Research and Development of Information Products (hereinafter called the CSIR-URDIP) has the expertise in the areas of Patinformatics and Intellectual Property Management and has agreed to provide Technical Support Services which may include prior art search; digitization, classification and uploading of patent documents on Indian patent office server; verification of uploaded data; computer searchable patent database preparation; the details of which to be defined and agreed between the parties from time to time.

AND WHEREAS

2.3 In the first instance, CGPDTM has decided to use the services of CSIR-URDIP to conduct prior art searches by engaging resources as detailed in **Annexure I** (hereinafter referred to as the **ACTIVITY**):

NOW THEREFORE,

In consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

**3.0 SCOPE OF THE MOU**

3.1 The MOU details the terms and conditions, financial arrangements and rights and obligations for the parties to undertake the **ACTIVITY**.

**4.0 RESPONSIBILITIES OF CGPDTM**

4.1 The CGPDTM shall provide to the CSIR-URDIP complete specifications of patent applications in an electronic format for conducting prior art search on a monthly basis.

4.2 CGPDTM shall designate one coordinator each in all the four locations to interact with the CSIR- URDIP

4.3 CGPDTM shall provide training to human resources assigned by CSIR-URDIP to the **ACTIVITY** by deputing at least two qualified officers to URDIP as per mutually agreed schedule.

4.4 CGPDTM shall make payments to CSIR-URDIP as per provisions of clause 6.0



4.5 The CGPDTM shall be responsible for all procedural/ legal/ operational matters pertaining to the processing of patent applications.

## 5.0 RESPONSIBILITIES OF CSIR-URDIP

5.1 CSIR-URDIP shall undertake the ACTIVITY in a timely manner through the human resources as specified in Annexure I. CSIR- URDIP shall send the reports of prior art search to the CGPDM preferably within one month from the date of referral of applications by the O/o CGPDTM

5.2 CSIR-URDIP shall conduct the prior art search and analyse the data obtained from the databases and prepare the search report in the format as per Annexure II.

5.3 The search reports along with copies of closest prior art available with URDIP shall be sent to the coordinator on a monthly basis. In case, the prior art is available only in a language other than English, the same shall be provided in the original language along with the English abstract. In case, a citation is not freely downloadable ,the CSIR-URDIP will still cite the same.

5.4 CSIR-URDIP guarantees that, for conducting the Activity, it will allocate the resources listed in SCHEDULE A, who will work exclusively on this project during the tenure of this MOU while in employment with CSIR-URDIP. If a URDIP resource terminates employment with URDIP or employment is terminated by URDIP, or is reassigned to other project, CSIR will assign another equivalent resource to CGPDTM's projects.

## 6.0 FINANCIAL ARRANGEMENTS

6.1 In consideration of CSIR - URDIP undertaking the ACTIVITY, the CGPDTM shall make payments to CSIR-URDIP as per the following terms:

- i. Rs. 2000/- for each search report submitted and this rate shall remain firm during tenure of this MOU. Estimated number of searches to be done during the year is about 2500.
- ii) Applicable service tax shall be paid by the CGPDTM.
- iii) 10% of the estimated project cost of Rs 50,000.00/- ( Rs. fifty lac only) i.e., Rs. 5,00,000/- ( Rs. Five lac only) shall be paid to CSIR-URDIP as an advance on signing of this MOU
- iv) CGPDTM shall further make monthly payments within two weeks of receipt of invoice from CSIR-URDIP.

6.2 The abovesaid fees shall include all direct and indirect costs which are required to accomplish the ACTIVITY including costs such as manpower, infrastructure, flat fee based databases already subscribed by CSIR-URDIP, software, administrative costs and delivery



to CGPDTM. Any cost that may be incurred for the travel of analyst/researcher of CSIR-URDIP to the Patent Office location at the instance of CGPDTM shall be borne by CGPDTM on mutually agreed terms.

## 7.0 EFFECTIVE DATE, DURATION AND TERMINATION OF MOU

7.1 The MOU shall be effective from the 1st July 2010 and shall remain in force for the period of twelve months from the effective date. Both the parties may extend this MOU for further period for the said ACTIVITY under mutually acceptable terms and conditions.

7.2 During the tenure of this MOU parties hereto can terminate the MOU either for violation of any of the clauses of the MOU or other wise by giving two months notice in writing to the defaulting PARTY. Failure of either PARTY to terminate the MOU on account of breach or default by the other shall not constitute a waiver of that PARTY's right to terminate this MOU.

## 8.0 SETTLEMENTS

8.1 In the event of termination of the MOU vide clause 7.2, the rights and obligations of the parties hereto shall be settled through mutually agreed terms.

## 9.0 CONFIDENTIALITY

9.1 CSIR-URDIP shall not share or publish or disclose, in any manner whatsoever, any patent specification and the search report related thereto to third parties. CSIR-URDIP shall not use any information/data and results from the ACTIVITY for any purpose other than as specified in this MoU.

9.2 During the tenure of the MOU and three years thereafter both CSIR-URDIP and the CGPDTM undertake on their behalf and on behalf of their subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and prevent disclosure thereof, of all the information/data exchanged pertaining to work under this MOU for any purposes other than in accordance with this MOU or as required by law or any other Government order.

9.3 CSIR-URDIP's obligations with respect to secrecy as per Clause 9.3 shall not extend to such information which;

- a) CSIR-URDIP can show by written record to have been in its possession prior to receipt from CGPDTM and was not obtained directly or indirectly from CGPDTM,
- b) is or becomes part of the public domain through no fault or action on the part of the CSIR-URDIP,
- c) is legally obtained by the CSIR-URDIP from a third PARTY lawfully in possession thereof who did not obtain the same directly or indirectly from CGPDTM,
- d) is independently developed by CSIR-URDIP without having any access to information from CGPDTM.



## 10.0 GENERAL PROVISIONS

10.1 CSIR-URDIP represents and warrants that the results of the ACTIVITY will be suitable for CGPDTM's use and shall be in strict accordance with CGPDTM's instructions. CSIR-URDIP will carry out the ACTIVITY in accordance with the feedback given by CGPDTM from time to time.

10.2 CSIR-URDIP shall make every endeavor to render the best professional service possible. CSIR-URDIP shall not be held responsible or liable for any damage to the reputation, loss incurred by CGPDTM as a result of any acts or omissions under this ACTIVITY on the part of CSIR-URDIP. CGPDTM may terminate the MOU on occurrence of any such event without penalty or further payment obligations other than for work completed or services rendered but not invoiced or paid. CGPDTM in such situation may ask CSIR-URDIP to rectify the situation to the extent possible or rework.

10.3 CSIR-URDIP shall be free to enter into a similar agreement/MOU for the analysis and evaluation of the patents/ inventions/ technology/ know-how/ process /product/ application/ any form of research output with any other institution/ organisation/individuals without obligations to the CGPDTM. However, in carrying out any such acts, any information from the ACTIVITY shall not be used by CSIR-URDIP.

10.4 Depending upon needs of the project, CSIR-URDIP may draw upon information and human resources available at other constituent units of CSIR.

10.5 Prior art search reports resulting from the ACTIVITY shall be the property of the CGPDTM

## 11.0 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, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, 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 continued beyond three months, the parties shall then mutually decide about the future course of action.

## 12.0 NOTICES

All notices and other communications required to be served on the CGPDTM under the terms of this MOU, shall be considered to be duly served if the same shall have been delivered to left with or posted by registered mail to the CGPDTM at its last known address of business. Similarly, any notice to be given to the CSIR-URDIP shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the CSIR-URDIP at its last known address of business or registered address in New Delhi.

**13.0 AMENDMENTS TO THE MOU**

No amendment or modification of this MOU shall be valid unless the same is made in writing by both the parties or their authorised representatives and specifically stating the same to be an amendment of this MOU. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

**14.0 ARBITRATION**

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government of India. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary"), Government of India, in terms of the Office Memorandum No. 55/3/1/75-CF. dated the 19th November, 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs) Government of India, as modified from time to time. The Indian Arbitration and Reconciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

**SEAL OF PARTIES**

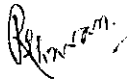
In witness whereof the parties hereto have signed this MOU on the day, month and year mentioned hereinbefore.

**Parties**

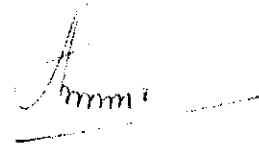
For and on behalf of CSIR-URDIP

For and on behalf of CGPDTM / CGPDTM

Signature



Signature



Name: Dr R.R. Hirwani

Name: Mr P.H. Kurian, I.A.S

Designation: Head, CSIR-URDIP

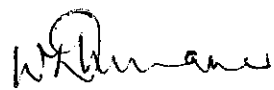
Designation: Controller General of Patents, Designs and Trade Marks

Seal

Seal


Witnesses: (Name & Address)

Witnesses: (Name & Address)



1. Mr V. Ravi,  
Sr. Jt. Registrar of Trade Marks  
Intellectual Property Office,  
Antop Hill, S. M Road,  
Mumbai -400037  
Date: 1<sup>st</sup> July 2010

1. Dr W.M. Dhumane,  
Sr. Jt. Controller of Patents and Designs,  
Intellectual Property Office,  
Antop Hill, S. M Road,  
Mumbai- 400037  
Date: 1<sup>st</sup> July 2010



2. Mrs. Sivakami. A. Dhulap,  
Scientist,  
CSIR-URDIP,  
Paud Road, Pune 411038

2. Mr Nishad Deshpande,  
Scientist,  
CSIR-URDIP,  
Paud Road, Pune 411038

Date: 1<sup>st</sup> July 2010

Date: 1<sup>st</sup> July 2010

ANNEXURE - I

This Annexure is governed by and made a part of the MOU between CSIR-URDIP and CGPDTM. Any changes to this Annexure must be agreed upon in writing.

i) **ACTIVITY :**

Patent Prior art search shall mean search conducted in respect of given complete specification of a patent application. Such search shall include searching in patent and non-patent literature and extracting and analyzing technical/scientific knowledge and preparation of prior search report. For this purpose, the resources to be used may include published patents and patent applications, TKDL, free and paid patent databases and references from non-patent literature such as scientific journals as given in Annexure I, Internet and other publicly available information sources.

ii) **HUMAN RESOURCES:**

- Minimum 10 Analysts/Researchers with Minimum qualification of Master's degree in Science or Bachelor's degree in Engineering or equivalent

iii) **CSIR-URDIP ACCESS TO DATA RESOURCES**

**A. Access to flat fee based subscribed databases**

1. Non-patent Literature

Portals of following publishers :

American Chemical Society, Annual Reviews, Emerald, IEEE, Nature, Oxford University Press, Royal Society of Chemistry, Research Disclosure, American Association of Advancement of Sciences, Springer, Taylor & Francis, Wiley-Blackwell.

2. Databases

SciFinder (includes chemical abstracts), Web of Science, Indian Standards, Indian Business Insight Database

3. Patent Databases

Delphion, MicroPatent, Derwent Innovation Index, Questel-QPat, , PatBase, PatentCafe , and

4. Patent Analysis Tools



Vantage Point, Matheo Software

**B. Fee based pay-per use Database hosts :**

STN and Dialog ( each hosting about 400 specialized databases)



**ANNEXURE – II (contd.)  
Matrix Sheet**

Invention Element  Document 	Element 1 of invention	Element 2 of invention	Element 3 of invention	Element 4 of invention	Element n of invention
D1 (Citation) Page No: Line No:					
D2 (Citation) Page No: Line No:					
D3 (Citation) Page No: Line No:					
D4 (Citation) Page No: Line No:					

*RR*

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