

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOCIETY OF NEHRU GRAM BHARATI
AND
ISIS INNOVATION LIMITED

(The technology transfer company of the University of Oxford)

Date: 25 June 2015

isis innovation limited

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Based on our mutual understanding and common interest, the Society of Nehru Gram Bharti in Uttar Pradesh, India (located in 104F/3 Malviya Road, George Town, Allahabad. Pin Code- 211002, hereinafter referred to as "SNGB") and Isis Innovation Limited (registered office is at University Offices, Wellington Square, Oxford OX1 2JD, hereinafter referred to as "Isis"), after thorough discussion and consultation have reached this Memorandum of Understanding (hereinafter referred to as "MoU").

1. Background

1.1 The Society of Nehru Gram Bharati (SNGB)

Nehru Gram Bharati is an Educational Society, first time registered under Uttar Pradesh Society Registration Act 21 of 1860 in the year 2007 and renewed in 2012 for upcoming five years. It was basically conceived by the first Prime Minister of India, Late Pt. Jawahar Lal Nehru, who laid the Foundation stone of Nehru Gram Bharati on 26th July, 1962 in the village, Jamunipur, near Kotwa-Dubawal of his Phulpur Constituency in Allahabad district. On this occasion, the Prime Minister emphasised the need of vocational, technical and professional training. His vision aimed at providing education and training to the rural population in rural institutes, located in their vicinity. It was desired that such model will then be replicated across the country. Unfortunately, the dream project of Pandit Nehru could not be established during his life time. Nehru Gram Bharati, however has taken itself to fulfil the above promise of Pt. Jawahar Lal Nehru. His dream was translated into reality by Shri J.N. Misra, a former bureaucrat turned social thinker and philanthropist, who has vision and dedication to the cause of upliftment of rural masses through education.

1.2 Isis Innovation Limited (Isis)

Isis Innovation Limited is a technology transfer company wholly owned by the University of Oxford. Created in 1987, Isis manages Oxford's intellectual property portfolio and commercialises innovations through routes such as consultancy, licensing and spin-out company formation. Isis promotes innovation and entrepreneurship, and consists of three separate, but interconnected divisions - Isis Technology Transfer, Oxford University Consulting (OUC), and Isis Enterprise (IE). Technology Transfer currently manages 1,501 patents and patent applications, and 330 active licence agreements. Isis has also assisted in the formation of more than 80 University spinout companies since 2000, generating significant value in equity holdings for the shareholder. OUC assists researchers to identify and manage consulting opportunities and helps clients access experts from world-class, interdisciplinary research base. Isis Enterprise (IE) established in 2004, offers consulting advice in technology transfer and innovation management to clients from the public and private sectors, in the UK and internationally.

Isis continues to grow and is on a mission of making an impact worldwide by creating technology ventures that deliver benefits for society. Its ethics and vision are aligned with its only shareholder.

2. Purpose



2.1 To set out and record the collaboration arrangements between SNGB and Isis.

2.2 To develop a framework of cooperation between SNGB and Isis for mutually beneficial programs, projects and activities.

3. Collaboration

3.1 Isis and SNGB will consider working together to promote and commercialise Intellectual Property emanating from research institutions associated with SNGB such as Water Technologies Innovation Center and other relevant technology programs focussing on rural development.

3.2 Isis and SNGB will explore the opportunity of assisting in the establishment of a Centre for Rural Innovation and Entrepreneurship (CRIE) that may include the following activities:

- Conducting a feasibility study and developing a business plan,
- Benchmarking research & innovation programs according to global standards,
- Setting up a rural entrepreneurship program of global relevance,
- Organising skills development workshops and seminars,
- Establishing a technology transfer platform at CRIE, and
- Facilitating partnerships with leading research institutions around the world.

4. Fees

4.1 SNGB acknowledges that delivery of consulting or advisory activities outlined in Section 3 by Isis to SNGB and/or third parties may be chargeable services. Such charges will be specified and agreed by the parties concerned on a case by case basis. Where appropriate SNGB and Isis will work together to identify sources of funding.

5. Effective Date/Term

5.1 This MoU shall become effective upon signature of both parties and shall continue for an initial period of 1 year, after which the effective term would be renewed by mutual consent until terminated by either of the parties with at least six-month written notice of the intention to so terminate, in which case all reasonable efforts shall be made to minimise disruption of existing work.

6. Liability

6.1 It is understood that neither party to this MoU is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its employees, howsoever caused, to the extent allowed by their respective state laws.

6.2 This MoU is a statement of intent, and should not be interpreted as a binding agreement. It does not create legal obligations between the parties.

7. Intellectual Property



7.1 The parties agree that the terms of this MoU shall neither effect any change in ownership of any confidential information nor grant any licence to use the confidential information save as herein permitted.

7.2 The MoU shall not alter either party's existing ownership of background intellectual property howsoever used for the performance of the MoU.

8. Anti-Bribery

8.1 Each party shall:

- (a) comply with all applicable laws relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 (the "Relevant Requirements");
- (b) have and shall maintain in place throughout the duration of this Agreement its own policies and procedures, including adequate procedures under the UK Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- (c) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by the party in connection with the performance of this Agreement; and
- (d) immediately notify the other party (in writing) if a foreign public official becomes an officer or employee of the party or acquires a direct or indirect interest in the party (and the party warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the Commencement Date).

8.2 Each party shall ensure that any person associated with the party who is performing obligations in respect of the Project does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the party in this clause 8. Each party shall be responsible for the observance and performance by such persons of such terms, and shall be directly liable to the other party for any breach by such persons of any of such terms.

8.3 Breach of this clause 8 shall be deemed a material breach of this Agreement entitling the other party to terminate the Agreement with immediate effect.

8.4 For the purpose of this clause 8, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 8 a person associated with each party includes but is not limited to any agent or subcontractor of the party.

9. Press Releases and Statements

No party shall make any public announcement about this Agreement or its subject matter without the prior written consent of the other party nor use the name of other party in any press release or product advertising or for any other commercial purposes without the prior written consent of the other party.

10. Modification

This MoU can be amended only in writing signed by both parties.



IN WITNESS WHEREOF, the parties hereto have executed this MoU as of the last written date below :

The Society of Nehru Gram Bharti

Signed



Name:

Isis Innovation Ltd

Signed



Name:

DAVID BARTHURST

Date: 25th June, 2015.

Date: 3RD JULY 2015