



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AM 874245

**Memorandum of Understanding for Promotion  
Of  
'Make in India' INDIGENOUS RAMAN SPECTROMETER**

**This Memorandum of Understanding was entered into on the 28<sup>th</sup> day of November 2022**

**AMONGST**

The Council of Scientific and Industrial Research – Advanced Materials and Processes Research Institute, Bhopal - 462026 (hereinafter called 'CSIR-AMPRI').

AND

The EEPIC India, Vanijya Bhavan (1st Floor), International Trade Facilitation Centre, 1/1 Wood Street, Kolkata-700016 (hereinafter called 'EEPC')

AND

The TechnoS Instruments, G1-43, RIICO Industrial Area, Sitapura, Jaipur, Pin- 302022 (hereinafter called 'TechnoS')

**1. Background:**

CSIR-AMPRI and EEPIC entered into a Memorandum of Understanding on 17/07/2019 for collaboration on certain areas of technology development in the field of engineering sector for benefit of its members.

CSIR-AMPRI and TechnoS have jointly developed a 'Make-in-India' Raman Spectrometer (hereinafter called 'Product') under the CSIR funding scheme NMITLI. The product is commercialized in the Indian market and is being explored for further promotion.

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

## **2. Scope:**

The scope of this agreement is the promotion of a 'Make-in-India' Raman Spectrometer.

## **3. Roles:**

TechnoS will manufacture the Product and offer for sale the various versions of the Product. All the liabilities and responsibilities regarding the sale and after-sales service of the Product will vest with TechnoS. Any financial or other liability arising out of the same would be the sole responsibility of TechnoS.

CSIR-AMPRI will provide Technical Support and Guidance regarding the Product to prospective and actual customers. There will be no financial or other liability on part of CSIR-AMPRI.

EEPC will publicize and promote the product at suitable platforms as well as provide related promotional services to TechnoS. There will be no financial or other liability on part of EEPC.

The parties can extend the partnership beyond the scope of this agreement through separate mutual agreements. All related financial and other terms shall be mutually decided on case-to-case basis.

## **4. Effective Date, Duration and Termination of the MoU:**

The Agreement becomes effective, subject to what is mentioned in Clause NO. 10 of this Agreement, from the day of signing and shall remain operative for a period of 3 (three) years therefrom, until either of the organizations requests its termination in writing to the other parties at least three months in advance. The parties will have right to propose amendments if and when they consider such amendments are necessary to improve the co-operation between them.

## **5. No Liability Clause:**

The parties agree that there would not be any legal and financial liability due to any lapse on either side due to reasons beyond control and on account of force majeure situation.

## **6. Intellectual Property Rights:**

The parties will have ownership over their respective patent, copyright and/or publications arising out of/to be used for the technology developmental work and such intellectual property rights shall remain with the respective parties even after termination of this agreements.

## **7. Confidentiality:**

This MoU shall be private and confidential and the Parties hereto shall not disclose or divulge the contents hereof to any third party (except as required under law) without the written permission of the other party.

Neither party shall disclose any information or share any data concerning the affairs of the other parties which may have come to its knowledge by virtue of this association or otherwise to any other person/organization/anyone else without the written consent of the other parties.



**For and on behalf of TechnoS**

Signature: 

Name: Dr. Tarun Sharda

Seal: \_\_\_\_\_

Witnesses: (Name & Address)

1.  J. S. Kher Dr. S. K. Pathak

Date: 28/11/2022

2. \_\_\_\_\_

Date: \_\_\_\_\_