

MEMORANDUM OF UNDERSTANDING
FOR
COLLABORATIVE RESEARCH
Effective Date: Date of Last Signature

This Memorandum of Understanding ("**Agreement**") is the final Agreement setting out terms of collaboration for research work, by and between Delhi Technological University, an educational institution formed under Delhi Act 6 of 2009, Government of National Capital Territory of Delhi having its principal place of business at Shanbad Daulatpur, Main Bawana Road, DL – 42, India ("**University**") and Adobe Inc, having its principal place of business at Adobe Inc 345 Park Avenue, San Jose, California USA 95110-2704, U.S.A ("**Adobe**").

WHEREAS, Prof. Anil Parihar is employed by University as a professor in department of Computer Science and Engineering in University;

WHEREAS Professor Anil Parihar, on behalf of University, desires to, on good faith basis, perform certain research work on aspects which are beneficial for research and development purposes and in future might be of interest to Adobe. Adobe is willing to have certain employees directly collaborate with University;

WHEREAS, the performance of collaborative research is consistent with the instructional, scholarship and research objectives of University;

WHEREAS, Professor Anil Parihar is duly authorized by University to execute this Agreement on behalf of University and carry out all the performances required by Agreement to that extent;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, sufficiency of which is hereby acknowledged, University and Adobe agree as follows:

1. DEFINITIONS

As used in this Agreement, capitalized terms have the meanings given them below or elsewhere in this Agreement:

- 1.1. "**Research Materials**" means materials, works of authorship, programs, software, code, source code, system design, processes, tools, reports, manuals, supporting materials, drawings, diagrams, flowcharts, business, templates, documents, patterns, data, technology, trademarks, trade secrets, ideas, one party may provide the other in connection with and as stated in this Agreement including any Research Invention. Research Invention will mean any invention, discovery, work of authorship, software, information or data, patentable or unpatentable, that is conceived, discovered and reduced to practice in performance in any manner under this Agreement.
- 1.2. "**Research Program**" refers to any specific research related project or program as agreed by Parties under a separate document with scope and requirements executed by Parties under a separate statement of work ("**SOW**") governed by this Agreement.

- 1.3. **“Confidential Information”** means the Research Material or related information supplied by either party to other party or any Evaluation Feedback. “Confidential Information” whether in written, verbal, graphic or electronic form, including without limitation Discloser’s non-public written information, in any form, and all copies, summaries and extracts, which is identified in writing as confidential at the time of disclosure, and any information disclosed in non-tangible form that is identified as confidential at the time of disclosure and summarized in a writing labelled as “confidential” delivered to Recipient within 15 days after disclosure or can otherwise be reasonably be inferred as confidential. The party disclosing Confidential Information is referred to as “Discloser” and the party receiving Confidential Information is referred to as “Recipient.”
- 1.3 **“Evaluation Feedback”** means assessment commentary with respect to any Research Material evaluations.
- 1.4 **“Affiliate”** means any other entity that controls, is controlled by or under common control with Adobe. For the purposes of this definition, the term "control" means the direct or indirect power to direct the affairs of the other entity through at least 50% of the voting shares, voting rights, participation, or economic interest in this entity.
- 1.5 **“Intellectual Property Rights”** means any and all right, title, and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory, or judicial authority.
- 1.6 **“Deliverable”** is any output including any deliverable, result identified as such in a Research Program.
- 1.7 **“Adobe Trademarks”** means any and all trademarks, service marks, or logos of Adobe that Adobe designates for use by Company in connection with this Agreement.
- 1.8 Interpretation

This agreement comprises the following parts:

- (A) these agreed terms also referred to as First Part; and
- (B) Research Program SOW;

If there is any inconsistency between the above parts, the part listed earlier will prevail (to the extent of the inconsistency) over a part listed later, EXCEPT AS EXPRESSLY SET FORTH IN A SOW AS AN AMENDMENT TO THE TERMS AND CONDITIONS HEREOF.

2. RESEARCH PROGRAM

- 2.1. University will use its reasonable efforts to conduct those activities for which it is responsible under the Research Program.

- 2.2. The conduct of University's activities under the Research Program will be under the direction of Professor Anil Parihar, acting as an agent of University ("University's Principal Investigator").
- 2.3. The conduct of Adobe's activities under the Research Program will be under the direction of Balaji K ("Adobe's Principal Investigator").
- 2.4. Use of Research Materials. Any Confidential Information disclosed by Adobe to University in connection with the Agreement may only be used strictly for research purposes agreed amongst the Parties under any Research Program.
- 2.5. Reporting. The parties will generally keep one another informed of the results of the work performed in connection with the Agreement, principally through their respective Principal Investigators. In addition, the parties' respective Principal Investigators will meet and provide reports in the format agreed amongst parties.
- 2.6. Changes to the Research Program. During the course of this Agreement, Adobe Principal Investigators may find it advantageous to modify any Research Program on which research is being conducted. Any modifications will be documented and formalized in a no cost written change order to the specific Research Program and any such amendment will become effective only if signed by an authorized representative of both parties to this Agreement.
- 2.7. University Purposes; Use of Facilities. Adobe acknowledges that the primary mission of University is education and the advancement of knowledge and research; and, consequently, any research under this Agreement will be performed in a manner best suited to carry out that mission.
- 2.8. Similar Research. During the duration of this Agreement or five years thereafter University or its professors or students shall not, either directly or indirectly, engage in any research made under other grants, contracts, or research agreements with parties other than Adobe, which is similar to research undertaken under any Research Program.
- 2.9. Parties shall meet once a month at a venue mutually agreed by Parties.
- 2.10. University shall be solely responsible and liable for any acts or omissions or otherwise breach of this Agreement by Professor or its students who are part of any Research Program.
- 2.11. University shall not, without prior written consent of Adobe, subcontract any aspect of this Agreement or otherwise in any manner, make any Confidential Information available to a third party, without prior written consent of Adobe.
- 2.12. University shall not, without prior written consent of Adobe, include in any Research Material or Deliverable, materials, knowhow, techniques or similar attributes regarding Research Program, any underlying Intellectual Property Rights, which are owned or licensed (except for license provided by Adobe) by University.

3. CONFIDENTIAL INFORMATION

Recipient will not reproduce, use, disseminate, or disclose Confidential Information to any person or entity, except to its employees and authorized representatives (i.e., temporary employees,

consultants, and contractors for Adobe and students and permanent faculty for University) who need to know the Confidential Information to further the purpose of this Agreement and are bound by confidentiality obligations at least as restrictive as in this agreement before having access to the Confidential Information. Recipient is responsible for any breach of this agreement by any of its representatives. In case of university, University will not modify, reverse engineer, create other works from, or disassemble any software programs contained in the Confidential Information without Adobe's prior written consent. Recipient will treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care. Recipient may disclose Confidential Information:

- (A) as approved in a writing signed by Discloser; or
- (B) as necessary to respond to a valid order by a court or other governmental body, as required by law, or as necessary to establish the rights of either party, provided that Recipient promptly notifies Discloser upon receipt of the disclosure order and requests confidential treatment of any affected Confidential Information.

3.3 No Other Rights. Except for any Research Material developed, conceived, created by University pursuant to any Research Program or otherwise any such Research Material is being embedded, incorporated, integrated or otherwise bundled in or with any Deliverable, all Discloser Confidential Information remains the property of Discloser. Unless expressly set forth in this agreement and except as identified above in this clause, Recipient does not receive any license or intellectual property rights to Discloser's Confidential Information.

3.4 No Warranty. Except with respect to the Research Material or Deliverable developed, conceived or otherwise in any manner created or reduced to practice by University, pursuant to this Agreement, all other Confidential Information is provided "AS IS" and all warranties, express, implied, or otherwise are disclaimed.

3.5 PUBLICITY Neither party will identify the other in any products, publicity, promotion, promotional advertising, other promotional materials or otherwise in any publication to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of a party or its entities, whether registered or not, or use the name, title, likeness, or statement of the other party's faculty member, employee, or student, without such Party's prior written consent. Any use of a party's name, if permitted, shall be limited to statements of fact and shall not imply endorsement of products or services. In the event any Publicity is approved by Adobe in writing, University shall always comply with the guidelines as available at <http://www.adobe.com/legal/permissions/trademarks.html> (and successor thereto) while using any Adobe Trademark.

3.6 PUBLICATION. The basic objective of research activities at University is the generation of new knowledge and its expeditious dissemination. Adobe will, in accordance with

Agreement, provide all reasonable cooperation to University in meeting this objective. Adobe retains the right at its discretion to publish freely any results of the Research Program. University or any representative on its behalf may, subject to prior written consent of Adobe publish any work which is related to this Agreement. Principal Investigator agrees to provide Adobe a copy of any manuscript prior to submitted for publication. Adobe may review the manuscript:

3.6.1. To ascertain whether Adobe's Confidential Information would be disclosed by the publication;

3.6.2. To identify any potentially patentable Research Program Invention so that appropriate steps may be taken to protect such Research Program Invention and assign the same to Adobe; and

3.6.3. To confirm that the privacy rights of individuals are adequately protected.

Subject to clause 3.6.2 above, a Publication may have names of both Parties and contributor as further agreed between Parties. In the event of inconsistency or otherwise disagreement on contents of Publication including referral of name of Parties regarding any Patent, Adobe's decisions shall be final and binding. Adobe will provide comments, if any, within thirty (30) days of receipt of manuscript. University will give Adobe the option of receiving an acknowledgment in such publication.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Ownership in Information and Adobe Trademarks: Any Confidential Information disclosed by Adobe, Research Material or Adobe Trademarks are and shall remain the sole and exclusive property of Adobe (or its licensors, if any). University acknowledges and agrees that it has no rights or claims of any type, other than the licenses and rights granted under this Agreement, to the Confidential Information or Research Material or the Adobe Trademarks and University irrevocably waives and releases any claim to title and ownership rights (including copyright ownership and patent ownership in any Invention) thereto. All rights not expressly granted herein are reserved by Adobe.

4.2 Ownership of Deliverable under Research Program. Any Intellectual Property Rights in any Deliverable or Research Material created, conceived or reduced to practice by University in furtherance to Research Program will deem to be made for hire. Any and all rights, title and interest in and to Intellectual Property Rights in Research Materials and Deliverable whether preexisting or otherwise conceived, discovered and reduced to practice by University, or its employees, or students, pursuant to any Research Program vests solely and exclusively in Adobe. University acknowledges and agrees that it has no rights or claims of any type to the Confidential Information or Research Material or Deliverable made available to Adobe under this Agreement and University irrevocably waives and releases any claim to title and ownership rights (including copyright ownership and patent ownership in any Invention, Deliverable or Research Material) thereto.

- 4.3 University agrees to execute in writing such deeds, undertakings, releases or documents as may be required by Adobe to acknowledge and gain rights vested in Adobe by clause 4.
- 4.4 License to University: Unless otherwise mentioned in Research Program/SOW, Adobe grants to University during the continuation of any SOW, a non-exclusive, royalty-free, revocable license to use and reproduce, the Research Material provided by Adobe to design, develop, test, make any Deliverable identified in Research Program.

5. INDEMNIFICATION

University will defend Adobe, its Affiliates, its Contractors, its employees (each, an “Indemnified Party”) against any allegation, claim, or lawsuit by a third party (“Claim”) to the extent a Claim arises from any breach by University of its representations and warranties in section 6.1 (University Representations and Warranties). University will indemnify each Indemnified Party against all judgments and damages awarded against an Indemnified Party or agreed to in a written settlement agreement signed by University arising out of the Claim. University will pay all attorneys’ fees and court costs incurred in connection with any Claim.

6. Representations and Warranties

- 6.1 University Representations and Warranties: University represents and warrants that
- (A) it has the full power and authority to enter into this Agreement;
 - (B) The signatory to this Agreement is duly authorized by University to execute this Agreement on behalf of University and carry out all the performances required by Agreement to that extent;
 - (C) the execution of this Agreement and performance of its obligations under this agreement do not and will not violate any other agreement to which it is a party;
 - (D) University will comply with all applicable laws, rules, and regulations in connection with the performance under this Agreement Service;
 - (E) University will comply with all laws and regulations related to data security and privacy;
 - (F) University will not infringe any third party Intellectual Property Right;
 - (I) University has written agreements on with its professors and students participating in a Research program, which are as restrictive as required by this Agreement; and
 - (J) University has sufficient written agreements with its students and professor to ensure appropriate compliance with clause 4 of Agreement.
- 6.2 Adobe Representations and Warranties. Adobe represents and warrants that:
- (A) it has the full power and authority to enter into this Agreement;
 - (B) the execution of this agreement and performance of its obligations under this agreement do not and will not violate any other agreement to which it is a party;

7. Privacy

Except as otherwise agreed in a specific Research Program, either party represents and warrants that it will not transmit, provide, or otherwise make available to other party, personal information of its employees, customers, partners, students or other third parties, which includes but is not limited to information regarding a minor, financial information, and medical or health information.

8. Term and Termination

8.1 This agreement shall become effective on the Effective Date and continue for a period of one (1) year, unless terminated earlier as per Section 8.2.

8.2 Adobe may terminate this Agreement at any time and for no reason upon thirty (30) days' prior written notice to University. Either party may terminate the agreement for cause with a prior written notice of 30 days if other party defaults in a material obligation under this Agreement, and the default is curable, and fails to cure such default fifteen (15) days after written notice of such default. Adobe may promptly terminate this Agreement for cause if default is not curable.

9. Survival.

The provisions of Articles on confidentiality, indemnity and intellectual property will survive any expiration or termination of this Agreement.

10. GENERAL

10.1 Assignment

This Agreement may not be assigned by University without the prior written approval of Adobe. Any attempted assignment, transfer, or delegation of duties or obligation without Adobe's prior written consent will be null and void.

10.2 Entire Agreement.

This Agreement constitutes the entire agreement between the parties relating to the Research Program, and any and all prior or contemporaneous negotiations, representations, agreements and understandings are superseded hereby. No amendment or change to this Agreement may be made except by means of a written document signed by duly authorized representatives of the parties.

10.3. Notices. Any notice given under this Agreement must be in writing by email to the following addresses (or addresses notified in writing by either party): to Adobe: ContractNotifications@adobe.com; and to University: registrar@dtu.ac.in.

10.4 Applicable Law.

This agreement is governed by the laws of California, U.S.A. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods are specifically excluded from application to this agreement. All disputes arising under this agreement may be brought in

Superior Court of the State of California in Santa Clara County or the Federal District Court of San Jose as permitted by law. The Superior Court of Santa Clara County and the Federal District Court of San Jose together have non-exclusive jurisdiction over disputes under this agreement. Each party expressly consents to personal jurisdiction and venue of the above courts.

10.5. Relationship of Parties.

For the purposes of this Agreement and all performances to be provided hereunder, each party will be, and will be deemed to be, an independent contractor and not an agent or employee of the other party. Neither party will have authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other parties, except as explicitly provided for herein or authorized in writing.

10.6. Severability.

If a particular term is not enforceable, the unenforceability of that term will not affect any other terms in this agreement.

10.7. Force Majeure.

Neither party will be liable by reason of any failure or delay in the performance of its obligations under this agreement (except for the payment of money) on account of declared war, fires, flood, storm, earthquakes, pandemic or any other acts of God which is beyond the reasonable control of that party. Each party is only excused from performing its obligations under this agreement during the time in which the event prevents such party from doing so.

10.8 Counterparts:

This agreement may be executed and delivered by facsimile and in counterparts, and will be considered as original and whole if so executed and delivered.

10.9 No Monetary benefit

Parties expressly agree that this Agreement has a binding effect on both parties. Parties further understands and agrees that there is no monetary or pecuniary benefit derived from this Agreement and the only consideration for either party to undertake obligations mentioned herein is the promise made by other Party under the spirit of mutual collaboration for research and development and the actions undertaken.

By signing below, each party acknowledges that it has carefully read and fully understood this agreement, and each agrees to be bound by the terms of this agreement. This agreement will become effective on the Effective Date.

ADOBE INC.

Delhi Technological University


Julie Carvalho (Sep 25, 2020 08:06 MDT)


29.9.2020

Authorized Signature
Procurement Manager

Authorized Signature
Prof. Samsher, Registrar DTU

Print Name

Print Name

Julie Carvalho

Prof. Samsher, Registrar DTU

Title

Title

Sep 25, 2020

Sep 29, 2020

Date

Date