**AGREEMENT BETWEEN**

**INDIAN INSTITUTE OF TECHNOLOGY TIRUPATI**

**&**

FOR TECHNOLOGY TRANSFER OF

**PREAMBLE:**

 An Agreement made on the ----------- day of -------------- month in the year --------- between the Indian Institute of Technology Tirupati (IIT T), Tirupati on the one part and M/s--------------------------------------------------------------- (here in after called the transferee, which shall, unless the context does not admit, include its successors and assigns) having its registered office at ---------------------------------------------------------------------------------------- on the other part, whereas IIT T, Tirupati during the course of its research activities has developed a technology for ------------------------------------------------------------------------------- (herein after referred to as the Technology).

1

WHEREAS the transferee is desirous of utilizing the IIT T developed technology to manufacture and sell “ ------------------------------------------------------ “ (hereinafter referred to as the Product) of the same characteristics as that envisaged by IIT T;

 WHEREAS the transferee has requested IIT T and IIT T has agreed for the transfer of the Technology for the manufacture of the above product and grant of license to utilize this technology for the manufacture of ----------------------------------------------------for sale. THEREFORE, it is hereby agreed by and between the parties that IIT T shall permit M/s. -------------------------------------------------------------------- to utilize the Technology relating to ------------------------------------------------------------------------ and grant the transferee a license to utilize the Technology for the manufacture of ------------------------------------------------------ for sale in on terms and conditions hereinafter contained.

**SCOPE OF AGREEMENT**

 This Agreement covers the modalities, terms and conditions of the transfer by IIT T to the transferee of information and data concerning the Technology.

1. This Agreement shall supersede all prior correspondence, documents of Agreements, either written or verbal between the parties in respect of the subject matter hereto.
2. This Agreement shall become effective on and from the date it is signed
3. **GRANT OF LICENSE:**

By this Agreement IIT T grants an exclusive license to the transferee to utilize the Technology developed by IIT T for manufacture and sale of the product for a Period of 5 years from the date this Agreement becomes effective as per the terms and conditions stipulated in this Agreement. During the currency of this agreement IIT T will not grant licence to any other party for manufacture of any similar product which will adversely affect the interests of transferee.

1. **RESPONSIBILITIES OF ITIM AND MODE OF TRANSFER**:
	1. **Transfer of Technology Documents:**

IIT T agrees to supply the Technology in the form of synthetic details, reagents, suppliers, apparatus and measurements relating to all laboratory studies of this technology in the form of Technology Transfer Document (TTD) a one time transfer. The contents of the Technology Transfer Document are attached to this documents as Appendix – A. The TTD shall be handed over to the transferee after signing this Agreement. IIT T will endeavor to improve / upgrade this technology,

2

 used in the product, during the currency of this agreement and will provide the upgraded / improved technology to the transferee.

**4.2 Technical Assistance**

 During the initial period of three months from effective date of the Agreement, IIT T shall depute to the transferee, such number of expert personnel as mutually agreed upon to provide technical assistance and consultancy services.

**4.3 Training:**

 During the initial period of three months IIM shall train such number of personnel deputed by the transferee, as mutually agreed upon, at IIT T.

 The transferee shall make their own arrangements for residential accommodation, TA/D etc. For the above – deputed personnel.

**4.4 Demonstration:**

 IIT T shall demonstrate at IIT T, operation of the equipment available in IIT T and based on the Technology.

**5. FINANCIAL ARRANGEMENT:**

**5.1 Lump sum Payment:**

 The transferee shall pay to IIT T a lump sum amount as a Technology Transfer (TT) Fee of Rs. ---------- (Rs.-------------------------------------------------------- ) in single installment at the time of signing this Agreement. TT fee should be paid to “The Director, IIT Tirupati”.

5.2 Royalty: Rs.---/- per ------------- sold by the transferee either with the -------------- or otherwise will be paid to IIT T on a quarterly basis.

5.3 The one time payment and royalty payment includes the consideration for IIT T providing upgrades or improvements in terms of clause 4.1.

**5.4 Technical Assistance:**

 Out of the total period of 2 mandays for three months of the technical assistance as stipulated in clause 4.2 of this Agreement, M/s. ------------------------------------------------- shall bear expenses for availing expert service as stipulated in clause 5.5 except item 5.5 (iv). For any technical assistance given beyond this period of 2 mandays, or that given as stipulated in clause 4.2.2, the transferee shall bear expenses under item no 5.5 (iv) in addition to the other items of the clause 5.5.

3

* 1. The transferee shall bear the expenses for availing the expert service during the period of this agreement as follows:

6. Traveling Allowance and daily Allowance as per the IIT T rules in force from time to time

7. Internal Travel: free transport or actual as taxi fare for local traveling.

8. Medical assistance to cover all exigencies when at their site.

9. Consultancy fee of Rs.------------- Per day per person has been fixed, if the services of experts are required beyond the stipulated period of mandays as specified in Clause 5.4.

10. For the above services, travel time is to be included as also any intervening Sundays / holidays. Part of a day will be counted as one full day.

11. **RESPONSIBILITIES OF THE TRANSFEREE:**

 The responsibilities of the transferee shall be as follows

* 1. The transferee undertakes to manufacture the product strictly in accordance with the specification listed in the TTD supplied by IIT T.
1. During the effective period of this Agreement, IIT T reserves the right to Inspect and test such number / quantity of the product manufactured by the transferee at such intervals and under such conditions as may be felt necessary by IIT T. During such inspection and test by IIT T if it is found that the product manufactured by the transferee fails to meet the specification as per this Agreement, the matter shall be brought to the notice of the transferee by IIT T for rectification. If after a reasonable period, as stipulated by IIT T, required to carry out the necessary changes, the products still does not meet the specifications, IIT T may revoke the license conferred on the transferee without any liability on the part of IIT T.
2. The transferee will acknowledge the fact that this technology has been obtained from IIT T.

**12. CONFIDENTIALITY:**

* 1. The transferee shall not transfer by resale or otherwise the know-how/

4

technology obtained by IIT T under this Agreement to any other party in any manner whatsoever without the prior written approval of IIT T, irrespective of whether this Agreement was in force or not. The transferee shall not use the Technology itself after the termination of the Agreement without prior written Approval of IIT T.

 During the currency of this Agreement the transferee shall not undertake any Work such as evaluation, advice or any other job towards the realization, repair or improvement of the product connected with or based on the Technology for any other party or themselves without the written consent of IIT T.

 The transferee has not at the time of signing this Agreement either jointly or separately already entered into an Agreement nor are under obligation to undertake any work as evaluation, repair or improvement of the product connected with or based on the Technology.

* 1. The transferee shall take all necessary measures to ensure that the Technology is not passed on, disclosed, nor given access to except to such of their Directors, officers and employees to whom it is necessary to pass on, disclose or give access to, for the purpose of manufacture of the product under this Agreement. The transferee shall also take all necessary measures to ensure that all such Directors, Officers and Employees to whom the Technology is passed on, disclosed or given access to are bound individually by the same restrictions as stated at 7.1, 7.2 irrespective of whether they continue to hold office with or be in the employment of the transferee or not . The transferee hereby accept full responsibility for any of their Directors, Officers and Employees and undertakes to fully compensate IIT T in that regard.

**13. MODIFICATIONS**

 Any modification by the transferee in system design, materials of construction / raw materials and testing procedures as specified in the TTD will be done only with the prior concurrence of IIT T. However, IIT T will as a matter of course, give such concurrence if the modification results in upgrading of the specification or simplification of the manufacturing processes without degrading the performance. Such

5

modification will be documented and will form part of TTD.

1. IIT T reserves the right to conduct such test and evaluation on the product that are manufactured by the transferee after such modification outlined in clause 8.1, as IIT T may consider necessary to satisfy itself as to the performance of the product. In the event, the modified/improved design of the product shall however be the property of IIT T till this Agreement is in force. The details of the modifications/improvements will not be passed onto other agencies by IIT T, without the transferee’s consent. The documents relating to the modifications made by the transferee shall become part of TTD from the date theses documents are approved by IIT T.
2. During the currency of this Agreement any modifications/alteration considered necessary by IIT T after issue of documentation in TTD will be prepared by IIT T in the form of documents. The documents shall become effective and a part of TTD from the date to be mutually agreed upon.
3. IIT T reserves the right to revoke the license at any time by giving one month’s notice to the transferee in the event of his failure to observe or adhere to the term specified in this Agreement without any liability of the part of IIT T.
4. The product/products based on this technology should be in market within 6 monbths from the date of this Agreement. This agreement will be terminated in case this condition is not met.
5. **PATENT INFRINGEMENT CLAUSE :**

To the best of the knowledge of IIT T the Technology does not infringe nay patent rights owned by others and up to the date of this Agreement no legal proceedings have been filed against IIT T by anyone on account of an alleged infringement of patent rights in respect of the Technology. In the event of any claim or demand made or action being brought against the transferee for infringement or alleged infringement of patent rights with respect to such Technology, IIT T shall, at its cost, render all assistance necessary for successfully defending the same, if requested to do so by the transferee ion writing. IIT T will indemnify the transferee and keep indemnified against all action, suits, claims, losses of whatever nature including loss of business and profit suffered or that may be suffered as a result of any infringement of third party rights by IIT T.

6

1. **INDEMINITY CLAUSE :**

IIT T will not be responsible for any possible damages to the user of this technology/products. Any such claims by the user should be directly dealt with the manufacturer of the products. The manufacturer will indemnify IIT T against all actions, suits, claims, losses of whatever nature as a result of any such claims by the user.

1. **NON PERFORANCE OF OBLIGATION:**

Where one of the parties has not performed any one of his obligations, he shall not be liable for such non-performance if he can prove that it was due to circumstances he was not bound to take into account or to avoid or to overcome as per the intention of the parties at the time of the conclusion of the Agreement. In the absence of any expression of the intention of the parties, regard shall be had to what reasonable persons in the same situation would have intended.

**19. EXERCISING AUTHORITY**:

Any/all instructions or notices which are to be given to and fro any/all acts authorized or required to be done under or in consequences of these conditions by IIT T may be done by the nominees of the Director, IIT T and the transferee shall accept only instructions so given. The exercising authority in the case of the transferee shall be

 .

* 1. **EXTENSION OF THE AGREEMENT:**

The Agreement may be renewed for the period that may be mutually agreed upon not exceeding 5 years at a time on the terms and conditions that may be mutually decided.

**21.** All notices required to be given hereunder shall be sent by registered post and addressed to the party concerned and shall be deemed to have been delivered if properly stamped and addressed. The stamp duty and registration charges on this document shall be borne and paid by the IIT T, Government of India.

**22. ARBITRATION CLAUSE:**

 If any difference, dispute or question arises between the parties hereto in any way relating or arising out of or connected with this agreement or regarding the interpretation or construction of any of its terms, conditions or stipulations, the

7

matter shall be referred to arbitration under the provisions of the Indian Law, and the decision of the Arbitrator or the Umpire as the case may be, shall be final and binding on both the Parties. The jurisdiction for settlement of all matters under dispute shall be Tirupati.

1. In the event of cessation of this Agreement on the expiry of 5 years from the date of signing this Agreement or earlier with mutual Agreement both the parties shall be relieved of their obligations under this Agreement.

FOR AND ON BEHALF OF THE FOR AND ON BEHALF OF

M/s. Indian Institute of Technology Tirupati

Signature Signature

Name

Place

Date

Witness 1

Name

Witness 2

Name