

VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY (VNIT), NAGPUR

Intellectual Property (IP) Policy

Preamble

Visvesvaraya National Institute of Technology (hereinafter referred to as VNIT or Institute) is an educational and research Institute of national importance with a vision, "to contribute effectively to the national endeavour of producing quality human resource of world class standard by developing a sustainable technical education system, to meet the changing technological needs of the country incorporating relevant social concerns and to build an environment to create and propagate innovative technologies for the economic development of the Nation." Mission of the Institute is, "to achieve high standards of excellence in generating and propagating knowledge in engineering and allied disciplines. V.N.I.T. is committed to providing an education that combines rigorous academics with joy of discovery. The Institute encourages its community to engage in a dialogue with society to be able to effectively contribute for the betterment of humankind”.

This is the first Intellectual Property (IP) policy for the Institute. In the last few years, a number of new initiatives and issues have arisen, with the enhanced growth in research and development. In view of the experience obtained during this period, in commercialisation, incubation, international collaboration, distance education courses and student related issues, it was decided to formulate the IP policy.

VNIT acknowledges the role of numerous stakeholders in the creation of its Intellectual Property (IP), namely the government, public, researchers, faculty, staff, postdoctoral fellows, research students, postgraduate and graduate Students, guest researchers, sponsors, technology transfer units and the national IP offices. Being a public educational institute, interests of the various stakeholders have been attempted to be taken care of.

VNIT recognizes the importance of innovations and assists in translating them into products, processes and services for both commercial benefits and achieve the widest public good. The features of this IP Policy aim to meet such needs and enable VNIT to achieve its vision. VNITs IP policy is designed to identify, protect and leverage the bouquet of IPs that is generated from research, patents, copyrights, design rights and trademarks amongst others, that serve the purpose of knowledge diffusion and commercialisation.

The IP policy of VNIT is segregated into two primary sub policies relating to *inventions* and *expressions* associated activities at the Institute. The main IP policy (Part A) presents the generic position of VNIT. The *Inventions related IP Policy* (Part B) relates to patent, design, layout, trademark, bio diversity and related rights whilst the *Expressions related IP Policy* (Part C) provides direction for the Copyright and related rights. Various forms that explain in detail the sub processes, various situations and required documentation will be included as part of the implementation of this policy.

Part A

VNIT Nagpur Intellectual Property (IP) Policy

This policy is applicable to all the VNIT Personnel, students, faculty, staff, researchers and others. VNIT personnel are entitled to decide that the results of any research undertaken by them in the course of their employment / engagement with the Institute shall be disseminated through publications or disclosed as they wish in accordance with normal academic practice. However, the concerned parties should be aware of the various Intellectual Properties that get created in the course of their research and teaching that has potential for increased productiveness or break through development/inventions and creative activities as a means of effective communication and dissemination. Under situations where a particular invention / development come under both the sub policies, the IP Inventions Policy will supersede. The Institute's ability to grant waivers to the creators from non application of the IP policy is delegated to the Dean Research and Consultancy (Dean R&C) at the Institute.

- I. **Ownership:** The IP policy has to be accepted and signed by all VNIT Personnel. VNIT owns all the Intellectual Property (IP) that is produced by all VNIT personnel. Refer to the detailed relevant *IP Inventions Policy (Part C) and Expression Policy (Part D)* for exceptions. VNIT reserves the right to apply for IP protection in India / throughout the world / specific countries for suitable protection of the IP generated. [Annexure 1](#) gives an explanation of what constitutes significant resources.
- II. **Disclosure:** VNIT encourages timely disclosure of all potential IP / Inventions / Innovations generated (conceived or reduced to practice in whole or in part) by members of the faculty or staff (including research staff, doctoral students, students and visiting scholars) of the Institute in the course of their Institute related activities. VNIT identifies the relevant statutory and other mechanisms not limited to Patent, Copyright, Trademark, Design Rights, Integrated Circuit, Plant Varieties and rest towards registration. Disclosure enables prompt action by VNIT to appropriately protect and disseminate the research activities occurring at VNIT. [Annexure 2](#) details the process of disclosure and protection of VNIT Intellectual Property. All such disclosures are considered to be confidential.
- III. **IP Licensing and Agreements:** VNIT understands the legitimate commercial needs and the security required in the form of IP especially for breakthrough technologies. VNIT strives to balance this critical requirement against the primary goal of academic and research dissemination leading to a practical usage of the technologies being developed.
The licensing is done by VNIT through Dean R&C office, which handles the evaluation, marketing, negotiations and licensing of the entire institute owned IP (Refer [Annexure 4](#) for details and [Annexure 5](#) for information on Agreements). In certain cases, VNIT might use the services of a third party for licensing the technology developed, under mutually agreed terms and conditions with such party, within the framework of the VNIT IP Policy.

Licensing Types

The type of license provided will depend on the nature of the invention / innovation. VNIT, being a Government of India funded institute, encourages non exclusive licensing towards wider deployment of innovations being developed at the Institute. Under certain exceptions, VNIT might consider exclusive licensing. In case of platform wide use of inventions / innovations and or where significant

resources / effort have to be invested by the licensee in using the IP, the Institute might consider providing an application and / or region specific or a full scale exclusive license. Due diligence, not limiting to business plan, business model, milestones and usage plan of the IP in discussion and other relevant information as required, would be undertaken, in order to determine the type of licensing to be provided.

Licenses are provided to a company and not to an individual. License may be limited to that particular IP in discussion and not to its enhancements or modifications. Licenses provided are subject to periodic review including the working status and accessibility / availability of the IP used. Based on the review of the licensing activities, VNIT reserves the right to extend, modify or terminate the type of existing license provided.

- a. **License Exemptions:** In case of both the inventor(s) and external party(ies) requesting for the license of the same VNIT owned IP at the same time, preference for licensing may be provided to the inventor(s) based on the nature of technology amongst other considerations. Irrespective of the license provided, VNIT retains the right for research exemption and experimental use for patents, design rights and under fair use of copyrights and trademarks on an institute wide perpetual license towards its basic objective of academics and enhancing research. This will include the right to publish, use of technical data, the method, product and related services that has resulted from earlier research which has been licensed for the activities mentioned earlier. In the case of inventions by its faculty / students / research scholars / other VNIT Personnel under lien / sabbatical / visit / internship, VNIT exercises the right to the access of such IP created for the sole purpose of academic work and research under research exemption and fair use, being conducted within its jurisdiction. The stakeholders are encouraged to disclose the invention through appropriate invention disclosure form (IDF) of such developments during their external stay.

IV. **Technology License / Transfer Options:** VNIT recognises the inventor(s) / creator(s) as a key component for successful commercialisation process. VNIT shall use the following options to utilise the IP generated. Licensing may be made either directly to third parties or through incubation centre “Centre for Innovation VNIT Nagpur or through licensing agents. It is to be noted that the IP generated would preferably be licensed and not assigned. VNIT reserves its march-in rights in the case of assigned IP. Any licensing done by VNIT will be on an as is where is basis.

1. **Technology licensing:** This would be as per the current policy and revenues earned will be shared with the inventor(s) in a 70:30 ratio. The 70% due to the VNIT inventor(s) will be distributed as per the separate inventors agreement entered into between the inventors. In the case of multiple VNIT inventors, the default inventors royalty share is done on an equal basis in the absence of an alternate revenue sharing agreement. Details of royalty sharing are given in [Annexure 3](#). Salient features of the licensing includes the following:
 - Preferred mode is Non Exclusive licensing. Exceptions to this will be based on the funding of the project and any other relevant requirements.

- Exclusive license will be subjected to periodic review of license not limiting to usage status, application and / or region specific, royalty generation for continuing such license agreement.
2. Incubation Centre for Innovation VNIT Nagpur (CIVN): VNIT inventors and community interested to incubate the technologies developed have an opportunity through CIVN. Salient features for CIVN incubation model include the following:
 - Nature of license (exclusive, non exclusive or transfer of knowhow) will be based on the nature of the technology developed and on any prior contract governing the IP to be licensed.
 - Exit time review of the earlier license provided would determine the future mode of license.
 - Exclusive licensing provided after exit from CIVN will be subject to periodic review based on various measures.
 - For IP involving multiple inventors, a No-objection Certificate (NoC) from all the inventors concerned is a necessity for an exclusive license to be considered. In the absence of NoCs from all concerned, a non exclusive license ONLY will be provided to the requester(s).
 3. Licensing through agents: In some cases, VNIT might utilise the services of third party licensing agents and mechanisms for effective deployment of the technology developed. Salient features for third party licensing agents include the following:
 - The nature of the licensing would be generally non exclusive.
 - Exclusive licensing will be subject to periodic review based on various measures.

For an IP which has not been licensed to any party, the creator(s) may also contact potential licensee(s) on their own initiative, maintaining confidentiality and taking all necessary care so as not to affect the value of the IP, through appropriate agreements such as Non Disclosure Agreement (NDA) with the potential licensee(s) during technology marketing discussions.

If VNIT has not been able to commercialize the creative work in a reasonable time frame, the creator(s) may approach the Dean R&D for the assignment of rights of the invention(s) to them.

Infringements, Damages, Liability and Indemnity Insurance: VNIT shall, in any contract between the licensee and VNIT, seek indemnity from any legal proceedings including without limitation manufacturing defects, production problems, design guarantee, upgrades, debug obligations and the content created. The policy also supports the need to indemnify VNIT personnel built into the license agreements for sponsored research and consultative work. VNIT shall retain the right to engage in any litigation concerning its IP and license infringements.

Conflict of Interest: The inventor(s) are required to disclose potential conflict of interest while undertaking any IP related activity. If the inventor(s) and/or their immediate family have a stake in a licensee or potential licensee company then they are required to disclose the stake they and / or their immediate family have in the company. VNIT license to a company in which the inventors also have a stake and management role shall be subject to the approval of the Dean R&D taking the above consideration into fact. All VNIT Personnel

shall be bound by the conflict of interest related policy / guidelines of VNIT as applicable from time to time.

Dispute Resolution: In case of any disputes between VNIT and the inventors / creators regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of VNIT. Efforts shall be made to address the concerns of the aggrieved party through the appointment of a committee of experts and the verdict of the Director is final.

Jurisdiction: All agreements to be signed by VNIT will have the jurisdiction of the court in Nagpur and shall be governed by appropriate laws of India.

Part B

The Inventions related IP Policy

- 1. Applicability & Requirements:** This policy is applicable to all VNIT personnel as defined in the overall IP policy and their range of activities such as, but not limited to, teaching, research, distance education and modules, continuing education programme, consultancy, sponsored work, collaborative research (internal and external) and the range of inventions includes patentable subject matter, trade mark / service mark, geographical indicators, design registrations, integrated circuits layout, plant varieties, materials transfer and other related necessary Confidential Information. Evaluation of academic work associated with IP creation will be subject to the Institute norms as applicable from time to time. Any agreement with an external agency, which requires delay in public disclosure for the purpose of IP protection, should usually not have effect for longer than three months from the time of notification by VNIT to the said agency. The applicability of the IP policy will be covered through appropriate forms to be filled by the Institute personnel.
- 2. Relevant inventions and Ownership:** Under this policy, title to such inventions including software where applicable, designs and integrated circuit layouts and patentable subject matter that are created in VNIT with the use of significant VNIT resources are assigned to and owned by VNIT, regardless of the source of funding, if any.
All inventors / creators are required to ensure that an **inventor's agreement** is filled at the time of submission of an invention disclosure to VNIT. This agreement would among other aspects, include ratio of sharing any revenue received from commercialisation of the said technology amongst the VNIT inventors / creators. Absence of such an agreement will be considered as equal sharing amongst the VNIT inventors / creators.
- 3. Ownership exemption:** The possibility of exemption to ownership is given in the following cases and VNIT reserves the right to revise these exemptions on a case to case basis.
If the inventor / creator is not related with VNIT.
If the inventor / creator has not used significant resources of VNIT. The inventor(s) / creator(s) are to submit the lack of using significant resources (as described in [Annexure 1](#)) for exemption purposes.
If VNIT is not interested to take forward the disclosed invention / creation towards IP protection or through prior specific agreement.
In case of VNIT not protecting an IP, the inventor(s) / creator(s) are provided with the permission to protect the same in countries of their choice.
- 4. External Funded / Collaborative Development:** For the relevant invention(s) including software, designs and integrated circuit layouts, produced during the course of a sponsored and / or collaborative activity (internal / external), specific provisions related to IP made in contracts governing the collaborative activities are to be referred along with this policy. Cases where confidential data and results are to be used by the Institute for its academic and research work, exclusive access to the relevant project members have to be provided. Relevant faculty, students and researchers who would contribute in such projects are to be duly notified of potential delay in approval for publication, academic and research related activities before accepting such project proposals. Based on such agreements as signed by VNIT, the following scenarios are envisaged:

1. VNIT is the sole owner of the IP generated from the funding provided.
2. The IP generated is owned jointly with the collaborative partner having the first rights of refusal towards commercialisation.
3. In the case of a collaborative / multiple consortium based IP generation, the IP terms of such agreement is to be considered along with the policy. In the absence of any specific IP agreement in such cases, VNIT follows its IP policy.
4. VNIT can assign the IP generated, to the funding agency based on the nature of the technology, funding and specific applications.

Under all circumstances, VNIT always reserves the right to use the IP generated for its academic and research purposes.

5. **Design Rights:** The design right for a created component (physical or graphic, any dimension) follows the IP inventions policy as indicated in this section.
6. **Trade Mark(s) / Service Mark(s):** The logo of VNIT would be the trademark of the Institute. It is to be noted that the logo of VNIT cannot be used on any of the private communication of any of the VNIT personnel. Official activities that are part of the officially recognised bodies of VNIT, web pages hosted on the VNIT domain, project websites and reports in which VNIT is a project member, student thesis are allowed by default to have the VNIT logo. The usage of the VNIT logo, VNIT name in full or partial for all other activities has to get the due approval of VNIT.
7. **Material Transfer Agreements (MTAs):** This agreement is of relevance to activity which requires a physical material access for research. VNIT follows a material transfer agreement aligned with its academic and research needs. The MTA is used for both VNIT to provide a material (typically biological) to any other external party and also to request any material from external agency. Such agreements are to be finalised in consultation with Dean R&C, VNIT for all materials transferred to and from external agencies.

Part C

The Expressions related IP Policy

1. **Applicability & Requirements:** This policy is applicable to all VNIT personnel as defined in the overall IP policy and their range of activities during their engagement with VNIT such as, but not limited to teaching, research, distance education, continuing education, consultancy, sponsored work, collaborative activity (internal and external), Institute designated or sponsored work (academic, cultural) and the range of creations includes copyrightable works and related necessary confidential information.

This sub policy is limited to the **.literal. component** of any deliverable and patentable / .inventions.- related content will be under the purview of the IP inventions policy. As an example, thesis under the copyright policy of VNIT Nagpur refers only to the literary work of the thesis. Evaluation of academic work associated with IP creation will be subject to Institute norms as applicable from time to time. Any agreement with an external agency, which requires delay in public disclosure for the purpose of IP protection, should usually not have effect for longer than three months from the time of notification by VNIT to the said agency.

2. **Relevant creations and ownership:** Title to such creations including literary works, software, music, cinematography, sound and other rights covered under the Copyright Act of India, 1956 and amendments thereof, where applicable, that are created in VNIT with the use of significant VNIT resources under this policy are assigned to and owned by VNIT. VNIT is the owner to the administrative and other documents created as part of designated work. Examples include course outline documents, question papers, answer sheets, grade ranking sheet, and other such creations. All the creations are required to ensure that the *inventor's agreement* is filled at the time of submission to VNIT. This agreement would among other aspects, include ratio of sharing of any revenue received from commercialisation of the said creation. Absence of such an agreement will be considered as equal sharing amongst the creators.
3. **Ownership exemptions:** Exemption to ownership is given in the following cases and VNIT reserves the right to revise these exemptions on a case to case basis. Copyright being present by default on any material being created, the policy provides the following ownership exemptions to the various creations that occur as part of VNIT personnel's activities. The copyright ownership is treated separately for the various creations identified.

- **Teaching / Course material**

1. VNIT acknowledges that the author is the owner of teaching materials, created for teaching purposes during author's engagement with / stay at VNIT.
2. As most of the course content is created cumulatively and in order to enable a wider usage and distribution of the teaching materials created, VNIT by default gets a license to the copyright and all other rights of the content created by the creator for fair dealing under academic and research context.
3. VNIT is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.

- **Continuing Engineering Programme (CEP) Courses**

1. CEP course materials and academic course materials have different copyright clearances.
 2. The content and the materials created will be owned by the course creator. Note that that the course creator, course instructor and course coordinator could be the same individual or independent.
 3. The course creator is expected to get the relevant copyright clearances for the course materials used.
 4. VNIT owns the course structure, course outline and promotional materials created for any of the CEP courses for any application or use.
 5. VNIT is not liable for any of the copyright violations by its personnel for the content created. The author is expected to carry out due diligence in the course of content creation.
- **Quality Improvement Programme (QIP) Courses**
 1. Copyright of QIP course materials will be governed by the rules of the QIP scheme. In absence of any specific guidelines in this regard, the CEP policy will be applicable.
 - **Thesis**
 1. The student is the original creator of the thesis, fine tuned with relevant contribution of the supervisor(s) and the copyright authorship rests with the student creator.
 2. The ownership is jointly held by the student creator and the supervisor(s) concerned. The supervisor(s) can waive off their joint ownership if desired. Relevant forms will be made available for such waivers.
 3. The supervisor(s) is required to sign off at the time of the thesis submission, indicating the commercial / potential commercial / no commercial value of the work concerned.
 4. VNIT reserves the right to identify potential IP generated through the submitted thesis and protect such identified IP before displaying the thesis in public domain. VNIT gets a non exclusive, non-commercial license for the display and use of the thesis for academic and research purposes.
 5. In the case of a thesis resulting from external funding, the joint ownership of the thesis extends to the external supervisor(s). Pending any specific agreement, the IP and Copyright policy of VNIT Nagpur will be applicable by default in such cases.
 6. Both the student and the faculty supervisor(s), where applicable, have the right to first refusal for any further adaptations and other derivative work that is intended to be done by either of the parties. They are given three month time from the day the official request submitted, to exercise their right to refusal. The official request should include at the minimum the adaptations identified.
 7. Failure to respond within the time duration of three months will be deemed to be an acceptance of the proposal presented. Either party can approach VNIT towards the resolution. The Director of VNIT authorises the formation of a panel under the Dean R&D for a resolution process.
 8. Irrespective of any agreement, VNIT reserves the right to use the thesis for educational and research requirements. VNIT may not prefer the use of NDA for its thesis evaluation.

9. VNIT gets an automatic right to display the thesis in soft and hard forms.

- **Books, articles and related literary works:** VNIT encourages its personnel to spread knowledge and books, technical articles etc. are ways in which this vision can be achieved. In this respect, VNIT does not claim ownership of copyright on books authored by VNIT personnel. In cases where the books are related to the multiple research groups / faculty teaching the course in the Institute, it is expected that the interested author shall get the relevant no objection certificate from co-authors / other contributors. Use of VNIT logo on any personal publications by the faculty / staff / student is prohibited. In cases of Institute designated works and other works like the content development programme, the ownership rests with VNIT. Students who wish to publish their thesis, prior to submission for an academic degree, as a book or any other type of publication are required to seek a prior written approval from VNIT.

Defining parties concerned and significant usage

In addition to faculty and staff (including project staff), the provisions of the Institute's IP policy will extend to all students, research scholars and postdoctoral fellows, non-employees who participate or intend to participate in research projects at VNIT (including visiting faculty, industry personnel, visiting students, fellows, etc.) either in a direct or indirect relationship with VNIT or through any related activity.

Use of library facilities, internet connectivity, and occasional use of office equipment and office staff will not be considered "significant use" of Institute facilities and equipment. In addition, the following are accepted as no significant usage of Institute resources:

1. The inventor does not use any Institute provided funds or Institute administered funds in connection with the activity resulting in generation of IP.
2. Prior disclosure by the inventors of any intellectual property that closely resembles a specific research project at the Institute, together with an explanation that such intellectual property did not arise through use of Institute resources.

The Institute requires the individual to provide supporting documentation towards the claim of no significant use of the Institute resources and reserves the right to grant appropriate waivers. It is to be noted that in the event of further development or modifications to an earlier individual work by making significant use of VNIT facilities, resources and related funding, VNIT may assert further rights in accordance with its IP policies.

Access to facilities for external registered students is limited to their related research and is bound by the IP policy of VNIT.

Disclosure, Assessment and Protection

For all invention(s) produced at VNIT, the inventor(s) are required to disclose the creative work to the Dean R&C at the earliest date using an Invention Disclosure form (IDF) of the Institute.

Disclosure is a critical part of the IP protection process and it formally documents claims of inventorship, the date of the invention and other details of the invention. The inventor(s) shall assign the rights of the disclosed invention to VNIT.

For sponsored and/or collaborative activity, the provisions of the contract pertaining to disclosure of creative work are applicable.

All VNIT personnel and non-VNIT personnel associated with any activity of VNIT shall treat all IP related information which has been disclosed to the IRCC and / or whose rights are assigned to VNIT, or whose rights rest with VNIT personnel, as confidential. Such confidentiality shall be maintained till the date as demanded by the relevant contract, if any, between the concerned parties unless such knowledge is in the public domain or is generally available to the public.

In order to expedite and complete the procedural and legal formalities of IP protection, all inventors / creators of VNIT are required to sign such identified documents and provide assistance to empower and enable VNIT to complete these statutory requirements within stipulated time.

Assessment of Inventions / Innovations for protection

The Institute shall assess the patentability of the invention and make one of the following recommendations:

1. VNIT shall take the responsibility of protection of the IP, in which case, VNIT will initiate appropriate processes.
2. In the event of VNIT not taking up the responsibility of protection of the IP, the inventor / creator(s) may then choose to protect the IP on their own. However the ownership rights shall remain with VNIT. In such cases, the cost and revenue sharing will be governed by a separate agreement between VNIT and the inventor / creator(s).
3. Filings of IP Applications in foreign countries: Within a reasonable period of filing the complete IP application in India, VNIT shall, based on available information decide on the suitability of protection of the invention in foreign countries.
4. If VNIT opts not to undertake such protection in any specific country requested by the inventor(s), the creator(s) may then choose to protect the creative work on their own. However the ownership rights shall remain with VNIT. In such cases, the cost and revenue sharing will be governed by a separate agreement between VNIT and the inventor / creator(s).

Renewal of IP Rights: A decision on the annual renewal of IP rights will be taken by the Institute. If VNIT decides not to renew the IPR in any country, then it may assign the rights of the IP in that country to the creator(s) based on a request to that effect from the creator(s) and an internal review. In all cases where IP rights in any specific country have been reassigned to the inventor(s), VNIT shall not claim any share of proceeds earned through that IP in that country excepting for the costs already incurred by VNIT.

Revenue Sharing

Net earnings from the commercialisation of IP owned by VNIT would be shared as follows:

1. The inventor (s) / creator(s) share would be declared annually (or as revenues are received) and disbursement will be made to the inventor (s) / creator(s), their legal heir, whether or not the inventor (s) / creators are associated with VNIT at the time of disbursement.
2. The revenue sharing ratio between the inventor team and VNIT will be a fixed 70:30 in favour of the inventor team. IP protection costs will be part of the license revenue sharing agreement between VNIT and inventor(s).
3. Where applicable and when VNIT reassigns the rights of the IP to its creator(s) for any country, the cost and revenue sharing will be governed by a separate agreement between VNIT and the inventor / creator(s).
4. The inventors may at any time by mutual consent revise the distribution of IP earnings agreement.

Role Dean R&C office

Dean R&C office at VNIT Nagpur provides guidance, support and resources to all VNIT personnel and facilitates protection and deployment of intellectual property. In achieving this goal, : Dean R&C office creates awareness about the importance and role of IP Rights, implements the IP policy, ensures transparency and fairness of implementation processes, solicits feedback regarding the fulfilment of the IP policy and periodically reviews the Policy to improve upon any shortcomings, strengthens the infrastructure and resources for protection and exploitation of IP and makes available expert inputs.

Issues of ownership, confidentiality, disclosure, patentability, technology transfer, revenue sharing, and conflict of interest among others play a very important role in any IP management and workshops / meetings are conducted by the Institute to enhance awareness on related issues. : Dean R&C office also provides templates and guidelines for the contracts, agreements and MOUs governing the effective exploitation of the IP produced by VNIT. All such agreements and matters relating to confidentiality, infringements, damages, liabilities and compliance are administered by IRCC.

Contracts and Agreements

All agreements including but not limited to the following categories, for activities undertaken by any VNIT personnel need to be approved by VNIT.

1. Confidentiality Agreement / Non-disclosure Agreement
2. Consultation Agreement
3. Evaluation Agreement
4. Research and Development Agreement (R&DA / MOU)
5. License Agreement
6. Technology Transfer Agreement
7. Alternative Dispute Resolution Agreement
8. Collaborative MOU with University / Organisation
9. Invention disclosure agreement
10. Revenue Sharing agreement

Dean R&C acts as the final signing authority in all categories of agreements listed above. Dean R&C office facilitates the process of framing such agreements by way of providing templates and services through professional consultants

CONFIDENTIAL

Invention Disclosure Form (An interim version)

Date of submission: _____

The inventor is requested to fill up the following form while submitting an application for filing a patent by Visvesvaraya National Institute of Technology, Nagpur(VNIT).

[General Patent Information: In order to obtain patent protection, your invention must demonstrate the following:

New (or novel): The invention must be new, that is, it has not been previously used, sold or described publicly.

Useful: The invention must have an actual use and not be just a subject for additional research.

Non-obvious: The invention must not be obvious at the time of conception to another person having ordinary skill in the art].

1. Title of the project / invention
2. Name of the inventors including faculty, students and staff:

[Note: Please include the names of all co-inventors. Co-inventors include any individual who has conceived or contributed to an essential element of the invention, either independently or jointly with others, during the evolution of the technology or reduction to practice]

Inventor: Name _____

Designation _____

Department _____

Phone/Fax/e-mail _____

Home Address _____

Inventor: Name _____
Designation _____
Department _____
Phone/Fax/e-mail _____
Home Address _____

Inventor: Name _____
Designation _____
Department _____
Phone/Fax/e-mail _____
Home Address _____

Inventor: Name _____
Designation _____
Department _____
Phone/Fax/e-mail _____
Home Address _____

(Please add additional names if needed)

3. Source of funding for the project:

Institute funding / Industry funded / Govt. aided / consultancy - with or without prior contractual agreement / Any other

4. Is the work bound by any agreement / contract / MOU?

Yes No

If yes please give details.

5. Is the patent (to be filed) for a process or product?
6. General area of the patent application to be filed:
7. Description of the invention (not more than 200 words)
[Note: In describing the technology, please provide when possible, information covering the following points:
 - a. the general purpose;
 - b. a technical description;
 - c. the advantages and improvements over the existing methods, devices or materials; and,
 - d. the economic potential or commercial applications for the technology.
 - e. The problem for which solution was researched
 - f. The invention namely the solution to the problem

7. Origin of the idea / invention: who and when?

8. Details of Students / staff who participated in the invention but are not inventors:

- Name / degree registered for _____

Department / roll no. _____

e-mail _____

Home Address _____

Signature _____

- Name / degree registered for _____

Department / roll no. _____

e-mail _____

Home Address _____

Signature _____

- Name / degree registered for _____

Department _____

e-mail _____

Home Address _____

Signature _____

- Name / degree registered for _____
 Department _____
 e-mail _____
 Home Address _____
 Signature _____

(Please add additional names if needed)

8. Any help received from others in conception of the idea?
9. Date of start of the project
10. Other applicants (collaborating partner organisations)
11. Background Research and Prior Art [Please describe the information obtained through literature search details on existing public knowledge in the concerned field. Include journals and other publications and relevant patent databases]
12. Has the work been displayed anywhere?
13. Has the work been reported / published / presented anywhere?
14. Has any related patents been filed by the inventor earlier?
15. Unique features about the work done with respect to prior art that satisfy patentability criteria
 - a. Is the work a mere extension of common known knowledge?
 - b. Has the work filled a major gap in prior art? If yes, a brief description of this gap.
 - c. Any environmental issues?
 - d. What aspect of the invention needs protection
16. Has the work been systematically and chronologically documented? How?
17. Commercial aspects of the invention/ technology developed
18. Any costing of the product / process / invention been done?
19. Any industries / companies interested in licensing the work [List any companies which you believe may be interested in your invention]
20. Is the work
 - a. Completed and results validated?
 - b. At a basic conceptualisation stage?

I/We hereby declare that all statements made herein of my/our own knowledge are true and that all statements are believed to be true [to be signed by all inventors].

Inventor	Signature	Date
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Inventor	Signature	Date
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Inventor	Signature	Date
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Inventor	Signature	Date
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Countersigned by Dean R&D

MEMORANDUM OF UNDERSTANDING

BETWEEN

VISVESVARAYA NATIONAL INSTITUTE OF TECHNOLOGY, NAGPUR

AND

THIS AGREEMENT entered into between Visvesvaraya National Institute of Technology, Nagpur (hereinafter called VNIT) situated at South Ambazari Road, Nagpur 440 010, an Institute of national importance established by a special act of Parliament of Republic of India and Companies Act 1956 (hereinafter called "Company" which expression shall include its successors and permitted assignees) with its registered office at _____.

1. Objectives of the MOU: The objective of this Memorandum of Understanding is : (a) to promote interaction between VNIT and Company in mutually beneficial areas. (b) to provide a formal basis for initiating interaction between VNIT and Company.

2. Proposed Modes of Collaboration: VNIT and Company propose to collaborate through: (a) sponsoring student projects / fellowships in one and half year M.Tech. and five year dual degree programmes at VNIT. (b) sponsoring eligible employees of Company for doing M.Tech./Ph.D degrees in VNIT. The eligibility criteria for selection will be as per norms of VNIT. (c) sponsoring R&D projects, which may be carried out wholly at VNIT or at premises of Company or partly at VNIT and partly at Company. (d) training of Company personnel through Continuing Education (e) any other appropriate mode of interaction agreed upon between VNIT and Company. Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3.

4. Technical Areas of Collaboration: The principal technical areas of collaboration between VNIT and Company will be as set out in Annexure A.

5. Agreements for Research Collaboration: Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties which will describe in detail :

(a) the nature, scope and schedule of the research collaboration.

(b) the form of the research collaboration.

(c) the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.

(d) the treatment of intellectual property and data rights, including patents, inventions, proprietary information and copyrights, which result from the research collaboration or which belong to a party and are used in research collaboration.

(e) other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY:

(a) During and for a period of _____ years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within _____ days of disclosure and identified as confidential by the disclosing party.

(b) The obligations above shall not extend to any confidential information for which the receiving party can prove that this information : - is in the public domain at the time of disclosure or subsequently comes within the public domain without fault of the receiving party. - is already known or become known to the receiving party from a third party without break of the present agreement; or - are independently developed by the receiving party; or - are required to be disclosed by law or court order.

7. NON-EXCLUSIVITY: The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATIONS: This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 5 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP: Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose. Neither party has any right or authority to accept any service of process or to receive any notices on behalf of the other Party or to enter into any commitments, undertakings, or agreements purporting to obligate such other party in anyway, or to amend, modify or vary any existing agreements to which such other party may be a party

9. ASSIGNMENT: It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party. This Agreement shall however, inure to the benefit of Company, its successors and assigns.

10. COSTS OF THE MOU: Each Party shall bear the respective costs of carrying out the obligations under this MOU.

11. SIGNED IN DUPLICATE This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

By : VNIT

By: COMPANY

Name: _____

Name: _____

Title : _____

Title : _____

Date : _____

Date : _____

MUTUAL NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is by and between The Indian Institute of Technology, Bombay (herein after referred to as "IITB") having its address at Powai, Mumbai 400 076 and _____(hereinafter referred to as "Company"), a corporation having a business address at _____ on this day _____ month _____ year 20_____ being the date when this agreement comes into force.

I. RECITALS

Company and IITB wish to exchange certain information pertaining to _____. This exchange includes all communication of information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential.

A. IITB and Company wish to exchange the information for the sole purpose of _____ and each party regards certain parts of the Information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use (such secret parts being hereafter collectively referred to as "Information").

B. IITB and Company are willing to disclose Information (as "Disclosing Party") and receive Information (as "Receiving Party") on the terms and conditions set forth herein.

II. AGREEMENT

In furtherance to the above mentioned, IITB and Company agree to the following:

1. The Receiving Party will:

a. Not disclose Information of Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both parties in maintenance of confidential information

b. Use the Information only for the above mentioned purpose;

c. Restrict disclosure of the Information of the Disclosing Party solely to those employees of Receiving Party having a need to know such Information in order to accomplish the purpose stated above;

d. Advise each such employee, before he or she receives access to the Information, of the obligations of Receiving Party under this Agreement, and require each such employee to maintain those obligations.

e. Within fifteen (15) days of notice furnished by either party, the party receiving such notice shall return to the other Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to the other Party, in writing, the destruction of such materials.

2. This Agreement imposes no obligation on Receiving Party with respect to any portion of the Information received from Disclosing Party which

a. was known to Receiving Party prior to disclosure by Disclosing Party,

b. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,

c. is or becomes generally known or publicly available other than by unauthorized disclosure,

- d. is independently developed by Receiving Party or
- e. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
- f. is required by law or decree.

3. The Information shall remain the sole property of Disclosing Party.

4. Neither Disclosing party makes any representation with respect to and does not warrant any information provided under this agreement, but shall furnish such in good faith. Without restricting the generality of the foregoing, neither Disclosing party makes any representations or warranties, whether written or oral, statutory, express or implied with respect to the information which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. Neither Disclosing party shall be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the information by the receiving party.

5. Neither the execution of this Agreement nor the furnishing of any Information hereunder shall be construed as granting either expressly or by implication, any license under or title to any invention, patent, copyright, trademark or trade name now or hereafter owned by or controlled by the party furnishing the Information.

6. The Receiving Party will not export, directly or indirectly, any technical data acquired from Disclosing Party or any product utilizing any such data to any third party, without first obtaining approval of the Disclosing Party.

7. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred (subject to contract).

8. The obligation of this Agreement shall be continuing for a period of ___ years after the disclosure has been made. However, IITB is free to use the Information solely for the purpose of teaching after a period of ___ years.

9. This Agreement can be terminated on thirty (30) days written notice by either party. However, Receiving Party's obligations of confidentiality and restrictions on use of the Information disclosed by Disclosing Party shall survive termination of this Agreement.

This agreement will be construed and governed in accordance with the laws of India. Any dispute arising out or in connection with the agreement shall be settled within the jurisdiction of Mumbai courts.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

For
Indian Institute of Technology Bombay
Name
Date
Witness:

For
Company
Name
Date
Witness:

PATENT / SOFTWARE LICENSE AGREEMENT

This Agreement is entered between Visvesvaraya National Institute of Technology, having its office at South Ambazari Road, Nagpur 440 010, hereinafter referred to as "VNIT" and having a registered place of business at _____, hereinafter referred to as "COMPANY". on _____ 2010 being the date when this agreement comes into force and will be considered binding on the parties.

Preamble

- A. Whereas VNIT had undertaken a project on the _____ which has resulted in the filing of a patent with no. ___ (hereinafter referred to as "Patent"), / software for use of _____ which has potential for commercialisation. *(please modify/ provide details / appropriate wording)*
- B. Whereas, COMPANY desires to have the above said Patent / Software developed and marketed / sold to be used for the benefit of COMPANY. VNIT Inventor, VNIT, and the public as outlined in VNIT's Intellectual Property Policy.
- C. Whereas, VNIT is agreeable to the licensing the Patent / Software pertaining to the _____ in the domain field of _____ (Field of Use).
- D. Whereas, COMPANY is desirous of obtaining a license from VNIT to practice / use the Patent / Software in accordance with the terms of this agreement

NOW, THEREFORE, in accordance with the mutual covenants and premises herein contained, the parties hereto agree as follows:

1. EFFECTIVE DATE

This Agreement is effective as of _____ 2008 ("Effective Date").

2. WARRANTY

- A. COMPANY understands and acknowledges and accepts that VNIT, by this Agreement, makes no representation as to the operability or fitness for any use. safety, efficacy, ability to obtain regulatory approval, patentability, and/or breadth of the Patent / Software. VNIT. by this Agreement. also makes no representation as to whether the invention infringes any patents now held or that will be held by others or by VNIT.

3. LICENSE

- A. VNIT hereby grants to COMPANY a royalty-bearing. non exclusive / exclusive license to use the Patent / Software to manufacture, have manufactured. and/or sell products within the Field of Use. This grant is subject to the payment by COMPANY to VNIT of all consideration as provided in Clause 4 herein. and is further subject to rights retained by VNIT to:
 - i. Publish the general scientific findings from research related to Patent / software subject to Confidential Information requirements and
 - ii. Use of the results for research, teaching and other educationally related purposes.

4. PAYMENTS AND REPORTS

- a. COMPANY shall pay VNIT an initial down payment of Rs. _____ within 10 days of the signing of the agreement. In addition, COMPANY shall pay VNIT a royalty sum of Rs. _____ every year for _____ years from the date of signing and entering into this agreement. The payment will be made to VNIT at the end of March 31st of each said year. *(Modify as appropriate)*
- b. Within 30 days after March 31st of every year, beginning immediately after the Effective Date, COMPANY will deliver to VNIT a true and accurate written report, even if no payments are due VNIT, giving the particulars of the business conducted by COMPANY and its sublicensee(s), if any exist, during the preceding financial year under this Agreement. *(Modify as appropriate)*

5. TERM AND TERMINATION

This agreement will be initially for a period of _____ years and may be renewed for further period, based on review of performance and payment.

- a. The agreement can be terminated at the discretion of VNIT if any breach of contract occurs on behalf of COMPANY.

- b. The agreement can be terminated at any time by mutual written agreement between COMPANY and VNIT, upon 60 days written notice to all parties and subject to any terms herein which survive termination; or

NOTWITHSTANDING anything mentioned in this agreement, all the herein stated is subject to the INDIAN CONTRACT ACT. Subject to the jurisdiction of the jurisdiction of the COURT OF MUMBAI.

6. ASSIGNMENT

COMPANY shall not assign this Agreement to any third parties without the prior written consent of VNIT.

7. INDEMNIFICATION

COMPANY agrees to hold harmless and indemnify VNIT (and no action in law will lie against), its officers, employees and students from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by COMPANY, its affiliates or their officers, employees, agents or representatives.

8. USE OF VNIT NAME

COMPANY may use VNIT's name in their letters to various industries, participation in any seminars and presentations, any advertisement in newspapers or technical papers, seminars, presentations and other use if required based on written consent of VNIT.

9. CONFIDENTIALITY

VNIT and COMPANY agree to hold in confidence all information/data designated by the parties as being confidential which is obtained from either party or created during the performance of this agreement and will not disclose the same to any third party without written consent of the other party.

10. ALTERNATE DISPUTE RESOLUTION

Any dispute or controversy arising out of or relating to this Agreement, its construction or its actual or alleged breach will be decided by ARBITRATION. If the mediation does not result in a resolution of such dispute or controversy, it will be finally decided by an appropriate method of alternate dispute resolution, including without limitation, arbitration. conducted in the city of Mumbai, India in accordance with the Laws of India. In cases of disputes arising out of or pertaining to this agreement one or more persons shall be appointed as arbitrator/s mutually by consent of both the parties, and ARBITRATION shall take place at Mumbai and also the decision given by such ARBITRATOR/S WILL BE FINAL AND BINDING ON BOTH THE PARTIES.

11. GENERAL

a. This Agreement constitutes the entire and only agreement between the parties for licensed subject matter and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by a written document signed by both parties.

This Agreement will be construed and enforced in accordance with the laws of India. Subject to the jurisdiction of the COURTS OF MUMBAI.

Failure of VNIT to enforce a right under this Agreement will not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

Headings are included herein for convenience only and shall not be used to construe this Agreement.

If any part of this Agreement is for any reason found to be unenforceable/OR repugnant to any law, all other parts nevertheless remain enforceable.

The parties hereto also agree to all the clauses and sub clauses along with the schedule / annexure if any attached hereof.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

RESEARCH AGREEMENT

This Agreement is made and entered into as of _____ by and between _____ a Company incorporated under the Companies Act 1956 and having its office at _____, hereinafter referred to as "COMPANY", of the FIRST PART,

AND

Visvesvaraya National Institute of Technology, Nagpur, a research and educational institution in technology and engineering disciplines established by a special act of Parliament of Republic of India having its office at South Ambazari Road, Nagpur 440 010, India, hereinafter referred to as 'VNIT', of the SECOND PART.

Company and VNIT are collectively referred to herein as 'Parties'.

Whereas Company is engaged in the business of _____.

Whereas VNIT is among the premier research and development (R&D) institutions in India and a centre of excellence in higher learning, research and development.

Whereas both Parties hereto have agreed to jointly work on Projects in topics of mutual interest as defined below and develop Products under terms and conditions mutually agreed upon by the Parties and

Whereas the Parties desire to record the broad terms and conditions that are jointly accepted and agreed to in this Agreement as contained hereunder.

1. DEFINITION

(a) 'Projects' shall mean and include the individual Projects under the Agreement, the terms and conditions for execution of each of which shall be jointly agreed upon, in writing.

(b) 'COMPANY know-how' shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, owned and provided by COMPANY, which are required for the Projects.

(c) 'VNIT know-how' shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, published or otherwise owned and provided by VNIT, which are required for the Projects.

(d) 'COMPANY Personnel' shall mean the personnel or research and development engineers of the Company deputed for the Projects.

(e) 'VNIT Personnel' shall mean the faculty members and / or scientists and / or students and / or staff of VNIT deputed for the Projects.

(f) 'Principal Investigator' shall mean the individual, employee of VNIT, having the responsibility of conducting and supervising the Project(s) under this agreement.

(g) 'Co-Investigator' shall mean the individual(s) participating in the Project(s) under the supervision of Principal Investigator, including, but not limited to, students, employees, representatives, and agents.

(h) 'Project Investigator Team' shall comprise the Principal Investigator and the Co-Investigators participating in the Project(s) under this agreement.

(i) 'Products' shall mean the results, software, hardware or other deliverable generated as a result of work to meet the objectives of the Projects funded by COMPANY.

(j) 'COMPANY-VNIT Research Programme' shall mean the activities envisaged under this Agreement.

2. ITEMS OF COLLABORATION

The parties agree to collaborate in the following said items/areas:

(a) _____ (b) _____
(c) _____ (d) _____

3. SCOPE OF AGREEMENT

COMPANY and VNIT shall work jointly to carry out Projects in the above said items / areas for developing Products and with specific objectives, terms & conditions to be jointly agreed under the Agreement.

4. ACTIVITIES AND OBLIGATIONS OF COMPANY

(a) COMPANY shall be responsible for providing the funds required for the Projects, as identified in each Project. COMPANY may depute appropriate COMPANY personnel to participate in the Projects, as per mutual agreement.

(b) COMPANY will provide COMPANY know-how, which may be deemed necessary for the Projects.

(c) COMPANY shall take reasonable steps to prevent VNIT know-how, which are meant only for the purpose of conducting the Projects, from unauthorised usage or falling into unauthorised hands. COMPANY shall ensure that COMPANY personnel working on projects sign appropriate non-disclosure agreements to prevent unauthorised usage or disclosure of materials or information received under this Agreement.

5. ACTIVITIES AND OBLIGATIONS OF VNIT

(a) VNIT shall strive to complete the activities in the said items/areas and deliver the Products to COMPANY as per the individual Project objectives and schedules as agreed upon.

(b) VNIT shall take reasonable steps to prevent COMPANY know-how, which are meant only for the purpose of conducting the Project(s), from unauthorised usage or falling into unauthorised hands. VNIT shall ensure that VNIT personnel and the Project Investigator Team working on Projects sign appropriate non-disclosure agreements.

6. FINANCIAL AND OTHER ARRANGEMENTS

The consideration payable to VNIT for individual Project cost and the schedule of payment would be as mutually agreed upon for each Project. Any other Project related payment will be as per mutual agreement given in writing. Financial arrangements related to Intellectual Property Rights sharing will be as spelt in clause 11.

7. ASSIGNMENT

The Parties hereto shall not transfer or assign any of their rights and obligations under this Agreement to any other party without obtaining prior consent in writing from other Parties hereto.

8. TERM / DURATION

This Agreement shall be initially valid for a period of ____ years from the date of signing of this agreement. The Parties may extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which shall be reduced to writing and signed by the Parties.

9. TERMINATION

Any of the Parties may terminate this Agreement by serving a written notice on the other Parties ____ months prior to the intended date of termination provided that the termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination, under a specific Project.

10. NOTICES

All communications by COMPANY involving financial, administrative and other matters shall be sent to Dean R&D, IIT Bombay. All information of scientific and technical nature may be exchanged directly between the Project Investigator from IIT Bombay and appropriate COMPANY personnel as identified in writing, for the Project concerned.

11. INTELLECTUAL PROPERTY AND COMMERCIAL RIGHTS

(a) Title to all inventions, discoveries or developments made solely by VNIT inventors resulting from the Research Programme shall reside in VNIT; title to all inventions, discoveries and developments made solely by COMPANY inventors resulting from the Research Programme shall reside in COMPANY; title to all inventions, discovery, development or other intellectual property including but not limited to copyrights, patents and industrial designs made jointly by VNIT and COMPANY resulting from the Research Programme shall reside jointly in VNIT and COMPANY.

(b) COMPANY will be given the first right to commercially exploit any development, for a period of one year from the date of completion of the Project, resulting out of the research conducted under this agreement. Benefits arising out of such commercialisation shall be shared between VNIT and COMPANY under mutually agreed terms given in writing. In the event that COMPANY is unable to commercially exploit the said development within this specific time period of one year, then VNIT will be free to assign the development, know how to any other third parties. The benefits accruing from such assignments will be shared between VNIT and COMPANY under mutually agreed terms.

(c) In the case of joint Intellectual Property between VNIT and COMPANY, neither party may assign any rights to any third parties without the consent of the other party, which shall however not be unreasonably withheld.

(d) Any benefits accruing from assignment of rights to third parties will be shared between VNIT and COMPANY under mutually agreed terms.

(e) The sharing of benefits between VNIT and COMPANY as spelt in Clause 11 b to d is for the Intellectual Property, arising from the results of the Projects undertaken under this Agreement, being commercialised and exploited in India only. Any commercialisation of results and Intellectual Property arising out of the Projects under this Agreement outside of India, by the COMPANY shall be done with explicit consent of VNIT and the benefit accrued from such commercialisation shall be shared between VNIT and COMPANY under mutually agreed terms.

(f) Any modification / further development of the Results obtained from the Projects under this agreement, by the COMPANY shall be done with the explicit written consent of VNIT.

12. CONFIDENTIALITY

(a) It may be necessary for VNIT and COMPANY to disclose to or exchange with each other proprietary information relating to VNIT know-how and COMPANY know-how, which are confidential and proprietary. The disclosing party shall advise authorised personnel of the receiving party appropriately regarding the confidential nature of the information disclosed. The Party receiving such confidential or proprietary information shall not, unless specifically permitted in writing by the Party providing the said information, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than its Personnel for fulfilling the purpose of this Agreement. The disclosure to any such Personnel as aforesaid, of any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations herein.

(b) The obligations of confidentiality set forth above shall be applicable for two years from the termination of the relevant Agreement

(c) The obligations of confidentiality however shall not apply to information that:

- i. is not disclosed in writing or reduced to writing and marked with appropriate confidentiality legend within thirty (30) days after disclosure;
- ii. is already in the recipient party's possession at the time of disclosure;
- iii. is or later becomes part of the public domain through no fault of the recipient party;
- iv. is received from a third party having no obligations of confidentiality to the disclosing party;
- v. is independently developed by the recipient party; or
- vi. is required by law or regulation to be disclosed.

13. ARBITRATION, APPLICABLE LAW AND JURISDICTION

(a) Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by a panel consisting of the Dean R&D, VNIT, who shall represent VNIT, and Chairman / Managing Director, COMPANY, who shall represent COMPANY. If the dispute cannot be resolved by the said panel, the matter shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Nagpur. The decision of the arbitrator shall be binding on both parties

(b) This agreement shall be governed by the Laws of India and subject to the jurisdiction of Courts in Nagpur.

14. GENERAL

(a) The terms and Conditions for publication of the research results in journals / conferences, and / or patenting or copyrighting the Products shall be mutually agreed upon.

(b) Any addition, deletion and / or alteration to this Agreement may be effected with a written agreement of all the Parties to this Agreement concerning the amendments. A document containing the additions, deletions and/or alterations, and signed by all Parties hereto, shall form an annexure to and be deemed to be a part of this Agreement.

(c) The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.

(d) VNIT will have the right to continue to utilise the intellectual property generated as part of the R&D work carried out under this project for its research and for teaching purposes.

(e) This Agreement and its Appendices constitute the entire agreement among the Parties' and supersede all other representations, understandings or communication whether written or verbal, with respect to the subject matter hereof.

15. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement 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, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event 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 continue beyond six months, the parties shall jointly decide about the future course of action.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first herein above mentioned.

FOR AND ON BEHALF OF VNIT
IN THE PRESENCE OF
WITNESS

FOR AND ON BEHALF OF COMPANY
IN THE PRESENCE OF
WITNESS

For
Visvesvaraya National Institute of Technology
Nagpur

For
Company

SEAL/ STAMP

SEAL / STAMP