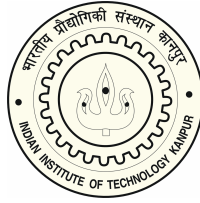


Interinstitutional Agreement

Between

Indian Institute of Technology Kanpur



And

Allahabad University

(Logo)

as of _____ (*effective date*)

Interinstitutional Agreement (hereinafter referred to as this agreement) between

Indian Institute of Technology Kanpur, having expertise in the areas of scientific, technological education and research, established under a special act of Parliament of Republic of India, incorporated under the Institutes of Technology Act, 1961 having its office at Kanpur 208016, India hereinafter referred to as *IITK*, represented by Dean: Research & Development, of the FIRST PART,

And

_____ having its office at _____ hereinafter referred to as _____, hereinafter referred to as *Partner Institution*, represented by _____ of the Second Part, _____

The aforesaid institutions are hereinafter referred to individually as *Party* and collectively as *the Parties*.

Both the parties have agreed as follows:

Article 1 Object of this Agreement

Introduction about the project. (Where the research work was done, area of research) This project has been performed at the _____ of _____ in cooperation with _____ (Partner Institution). The project yielded intellectual property on the _____. Intellectual Property Disclosure Form having brief description of the invention is attached as Annexure A.

This Agreement regulates the rights and duties of the two institutions regarding administration and commercial exploitation of the intellectual property.

Article 2 Inventor- and Ownership

Inventors are:

- _____, _____
- _____, _____
- _____, _____
- _____, _____

Ownership of the technology is based on the individual contribution of the inventors according to the invention disclosure. It is assessed as follows: IITK __%, Partner Institution __%.

Article 3 Patent administration

The parties agree that IITK takes the lead for filing and administering the patents. Important strategic questions will be mutually agreed between the parties. The Partner Institution and the inventors will promptly sign any documents for the patent proceeding. The inventors will support IITK for technical questions regarding the patent.

Patent filings will be done in the name of both institutions. The costs for patent applications and external services for commercialization of the technology will be beard by IITK.

In case one party does not want to maintain the patents in parts or completely, it shall inform the other institution in due time, but at least 2 months before any action has to be taken. In such case, the other institution has the right, but no obligation, to take over the patents at its own expense but without repayment of already incurred costs. The patents and any titles will be assigned to the other institution. The assignor resigns from any financial compensation in future.

Article 4 Defense of patent rights

The parties shall inform each other in case they become aware of any patent infringement or nullity suit. Any further actions will be discussed and coordinated in good faith between the parties.

Article 5 Commercialization of the technology

IITK takes the lead for finding a licensee and for negotiating the contracts. The licensing contracts have to be signed by both parties. The Partner Institution shall not deny signing except for material reasons.

IITK does not warrant successful exploitation of the technology.

IITK has the duty to regularly inform the Partner Institution on the status of its licensing activity.

Both parties shall retain the right to use the technology and consent to the use by academic and research institutions for non-commercial purposes, free of charge. Such a clause shall be implemented into any exclusive licensing contract.

Article 6 Distribution of income

Gross income is defined as the total income to IITK from licensing the technology to third parties. Net income is defined as gross income minus any accounted expenses for patent attorneys, patent offices, deposit of biological material and other external services (e.g. patent searches, market studies etc.).

IITK will deduce ___% from the net income the administration of the patents and its lead in the commercialization. The remaining ___% will be distributed between the parties according to the ownership (___% for IITK, ___% for Partner Institution). The accounting through ___ will be done at a yearly basis.

Article 7 Remuneration of inventors

Inventors are remunerated according to the internal guidelines of the institution where they have been employed at the time of the invention. The institutions will remunerate their inventors from their part of income individually.

Article 8 Final provisions

Term of the Agreement: This Agreement enters into force with the last signature of the parties. It is valid until the last patent claim expires or for the duration of commercial exploitation of the technology. Termination of the Agreement is possible in exchange of assignment of all rights to one of the parties.

Entire Agreement and amendments: This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each party.

Severability clause: Should any provision of this Agreement be invalid or unenforceable or should the Agreement contain an omission, the remaining provisions shall remain valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the parties which comes closest to the one actually agreed upon; the same shall apply in case of an omission.

Assignment: One party may not assign this Agreement and/or rights arising from this Agreement without the prior written consent of the other party.

Conflict Resolution: Any dispute, controversy, or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by both Parties amicably by a mutual agreement between the two representatives of the parties. Conflicts that can not be resolved amicably, shall be settled by arbitration.

Addresses for correspondence:

Indian Institute of Technology Kanpur, Kanpur 208016 UP, India,
Tel: +91 512 259 7578, Fax: +91 512 259 01 34,
email: dord@iitk.ac.in

Partner Institution: _____, Tel: _____, Fax: _____, email: _____

Signed by the duly authorized representatives of the Parties:

For and on behalf of IITK

For and on behalf of _____

Signature

Signature

Name

Name

Designation

Designation

Place

Place

Date

Date

WITNESS:

WITNESS:

Annexure A

Intellectual Property Disclosure Form