

# Consultancy Project

## Memorandum of Understanding (MoU)

Between

Indian Institute of Technology Kanpur

And

\_\_\_\_\_

as of \_\_\_\_\_ (effective date)

This MoU is effective as of \_\_\_\_\_ (date) (Effective Date) by and between

Indian Institute of Technology Kanpur, an Institute 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, of the FIRST PART.

And

\_\_\_\_\_, Company incorporated under the Companies Act 1956 and having its registered office at \_\_\_\_\_, Chandigarh, India, hereinafter referred to as COMPANY, of the SECOND PART,

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

Whereas the COMPANY is engaged in the business of \_\_\_\_\_.

Whereas IITK is a prestigious institute engaged in providing quality education in engineering and science and conducting original research of the highest standard.

Whereas \_\_\_\_\_, Department of \_\_\_\_\_ Engineering, (hereinafter referred to as IITK Principal Investigator) will initiate \_\_\_\_\_ (hereinafter referred to as Project). He/She and his/her research team at IITK will receive/disclose Confidential Information on behalf of IITK and will be solely responsible for non disclosure of the Confidential Information received from the Company.

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

### **1. Definition:**

(a) 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 Project.

(b) IITK 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 IITK, which are required for the Project.

(c) COMPANY Personnel shall mean the personnel or research and development engineers of the Company deputed for the Project.

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

### **2. Items/areas of collaboration/deliverables:**

Technical specifications of the Project are given in Annexure A to this MoU.

### **3. Activities and Obligations:**

(a) COMPANY shall be responsible for providing the funds required for the Project, as identified in Annexure B. COMPANY may depute appropriate COMPANY personnel to participate in the Project, as per mutual agreement. COMPANY will provide its facilities and resources for the execution of the Project.

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

(c) COMPANY shall take reasonable steps to prevent IITK know-how, which are meant only for the purpose of conducting the Project, from unauthorised usage or falling into unauthorised hands.

#### **4. Intellectual Property Rights:**

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both parties to this Memorandum.

The Company shall have right to determine the commercial exploitation and disposition of such intellectual property. Before commercialisation of any intellectual property takes place, the parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

Any publication regarding such intellectual property shall only be possible with the prior notice to the other parties.

IITK shall be free to use the intellectual property developed during the Project for its own internal teaching, further research, educational and publication.

#### **5. Effective date, duration, termination of the MoU:**

The MoU shall be effective from the effective date and shall remain in force for a period of --- (\_\_\_) years. Parties may extend the term by written agreement signed by both.

The project work may be terminated by either party by giving the other party a written notice of 60 days. However, both parties will ensure that the provisions of this MoU shall continue to apply to all activities in progress until their completion. Clauses relating to Intellectual Property Rights, governing laws shall survive the termination or expiration of this MoU.

#### **6. Payment:**

Financial specifications are given in Annexure B to this MoU. All cheques will be drawn in favour of the Registrar, IIT Kanpur.

#### **7. Confidentiality:**

- a. Confidential information includes all communication of information disclosed in documentary or tangible form between the parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the disclosing party shall

confirm in writing the fact and general nature of each disclosure within (30) days after it is made.

- b. Confidential information includes information:
  - 1. Disclosed by or on behalf of the disclosing party to the receiving parties,
  - 2. Otherwise learned or ascertained by the receiving party from inspection and/or evaluation of sample(s) identified by the disclosing party as confidential and provided to the receiving party by or on behalf of the disclosing party (sample(s)) and/or,
  - 3. Otherwise learned or ascertained by the receiving party from the disclosing party.
- c. The Receiving Party will not disclose confidential 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.
- d. The Receiving Party will use the confidential information only for the above mentioned purpose.
- e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- f. This MoU imposes no obligations on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
  - 1. was known to Receiving Party prior to disclosure by Disclosing Party,
  - 2. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
  - 3. is or becomes generally known or publicly available other than by unauthorized disclosure,
  - 4. is independently developed by Receiving Party or
  - 5. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
  - 6. is required by law or decree.
- g. The confidential information shall remain the sole property of Disclosing Party.
- h. The obligation of non disclosure of confidential information shall survive for 3 years after expiry/termination of this agreement.

**8. Conflict Resolution:**

This MoU is subject to Indian law. The parties will try to settle all disputes concerning this MoU in an amicable way. In case of any dispute, the same shall be referred to the \_\_\_\_\_ of the Company and the Director, IITK or his nominee for arbitration. Reference made shall be deemed to have been made under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/re-enactment thereof and rules made there under. The award of the arbitrator shall be binding on both the parties. In case, however, the arbitrators are unable to come to a conclusion, then they will appoint an umpire whose decision shall be final and binding on both the parties.

**9. Force Majeure:**

Each party shall be excused from performance of the MoU only to the extent that the performance is prevented by conditions beyond reasonable control of the affected party. The party claiming excuse for the delayed performance will promptly notify the other party and will resume its performance as soon as performance is possible.

10. ANY INFORMATION, PRODUCTS, MATERIALS, SERVICES, INTELLECTUAL PROPERTY, OTHER PROPERTY OR RIGHTS, GRANTED OR PROVIDED OR GENERATED BY IIT KANPUR PURSUANT TO THIS MOU ARE ON AN AS IS WHERE IS BASIS.

11. IIT KANPUR MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, TO \_\_\_\_\_ OR ANY THIRD PARTY, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR MERCHANTABILITY, EXCLUSIVITY OR RESULTS OBTAINED FROM USE.

Seal of the parties

In witness thereof, the parties hereto have signed this MoU on the date, month and year mentioned hereinbefore.

For and on behalf of \_\_\_\_\_

Signature

Name

Designation

Date:

In the presence of

Witness

For and on behalf of IITK

Signature

Name

Designation

Date:

In the presence of

Witness

Annexure A  
Technical specifications of the Project

Objectives:\_\_\_\_\_

Proposed activity with timeline:-

Annexure B  
Financial Specifications

1. 1st installment: At signing of the MoU:
2. 2nd installment
3. 3rd installment

Notes:

- a) Expenditure for visits of COMPANY personnel to IITK and of IITK personnel to COMPANY is to be borne by the COMPANY.