

Research Collaboration Agreement

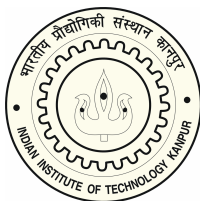
Between

University of _____

(Logo)

And

Indian Institute of Technology Kanpur



as of _____ (*effective date*)

IITK Investigator:

Period of Visit:

This agreement ("Agreement") is effective as of the _____(date) ("Effective Date") by and between University/Institution _____ having its office at _____, hereinafter referred to as *Hosting Unit*, of the FIRST PART,

And

Indian Institute of Technology Kanpur, having expertise in the area of scientific and technological education and research and the application of scientific knowledge and technology to human advancement and social development, 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 SECOND PART.

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

Both the parties have agreed to jointly work on projects of mutual interest defined below.

Hosting Unit and IITK agree to use their best efforts to perform the collaborative research program described in the description of the research to be performed hereunder (*Research Program*), a copy of which is attached to this Agreement as Exhibit A. The Research Program clearly defines the responsibilities of each party in the performance of the research hereunder.

Whereas the Research Program will be coordinated by _____ (*Hosting Unit Investigator*) and by _____ (*IITK Investigator*) who will periodically review the Research Program. IITK Investigator will initiate the Research Program through his research team. IITK Investigator has agreed to visit the Hosting Unit during _____.

During the Period of Visit at the Host Unit, IITK Investigator will be involved in the Research Program.

In consideration of IITK Investigator's participation in projects administered by Hosting Unit, IITK Investigator shall have the privileges of visiting faculty of Hosting Unit, including access to or use of research facilities and equipments useful for investigation and/or other confidential internal information. The parties hereby agreed as follows:

1. Reporting: IITK Investigator will disclose to the Hosting Unit all his/her patentable inventions conceived or first reduced to practice in whole or in part in the course of his/her research activities at Hosting Unit.

2. Right, title and interest in such patentable inventions, as well as the rights in developed software, shall be:

- owned jointly by Hosting Unit and the IITK/
- solely owned by the IITK

owned jointly by Hosting Unit and the IITK.

IITK Investigator will assign to Hosting Unit and/or to the IITK all such inventions and will execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

3. Regarding rights in developed software, article 2 is effective. All other rights in copyright shall remain with the creator.

4. Notwithstanding articles 1 and 2 above, in the event that Research Program is subject to contractual obligations of Hosting Unit with a third party, right, title and interest in any and all results (including but not limited to patentable inventions, copyrights, data) shall be owned by Hosting Unit only. In such an event, IITK Investigator will assign to Hosting Unit all his/her right, title and interest in and to all such results and will execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

5. Confidential Information:

IITK does not absolve any confidential information during the research activity.

6. Publication and other use:

Publications of research results or any documents or information that are confidential need written consent of Hosting Unit in advance. Such consent must not be unreasonably denied.

IITK shall be free to use the results of the Research Program for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.

7. Warranties: Each party will be responsible for its own negligence or willful misconduct from its performance of its obligations under this Agreement.

8. Duration and termination of the Agreement:

The term of this Agreement shall be _____ years from the effective date, unless earlier terminated as provided in this Agreement. The parties may extend the term by written agreement signed by both the parties.

In the event that either party breaches terms and conditions of this Agreement and fails to cure such breach within ____ days after receiving written notice thereof, the other party may terminate this Agreement. Clauses relating to confidentiality, publication, inventions, warranties, governing laws shall survive the termination or expiration of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, any party shall have the right to terminate this Agreement at any time upon ____ days prior written notice.

9. Governing Laws: This Agreement shall be governed by Indian laws; exclusive place of jurisdiction shall be New Delhi (India).

Or

Arbitration

In case of any dispute, the same shall be referred to the _____ of ____ and The Director, IITK 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. In the event such arbitrators, to whom the matter is originally referred, gets transferred or vacates the place, the aforesaid authorities shall appoint his successor and the new incumbent shall resume arbitration proceeding from the stage where his predecessor has left.

10. Force Majeure:

Each party shall be excused from performance of the agreement 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.

11. The Agreement becomes effective by the signature of the contracting parties.

For and on behalf of _____

For and on behalf of IITK

Signature

Signature

Name

Name

Designation

Designation

Date

Date

WITNESS:

WITNESS:

1.

1. Visiting Scientist

2.

2.

Exhibit A

Research Program