

**INDIAN INSTITUTE OF TECHNOLOGY KANPUR
OFFICE OF RESEARCH AND DEVELOPMENT**

Practices followed by other IITs and DST in case of dispute resolution

Background:

The Board of Governors of IIT Kanpur has approved the principal IPR policy as well as additional guidelines for drafting of an agreement, MoU or a contract based on which, decisions related to dispute resolution is taken. The relevant clauses from the IPR policy are:

IX. Dispute Resolution

In case of any disputes between IITK and the inventors regarding the implementation of the IP policy, the aggrieved party may appeal to the Director of IITK. Efforts shall be made to address the concerns of the aggrieved party. The Director's decision in this regard would be final and binding.

X. Jurisdiction

As a policy, all agreements to be signed by IITK will have the jurisdiction of the courts in Kanpur and shall be governed by appropriate laws in India.

In addition, the BOG-approved guidelines provide the following alternatives:

Dispute resolution:

- *Arbitration*
 - a. *In case of any dispute, the same shall be referred to the __{CEO}__ of __{Company}__ 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.*

Or
 - b. *in accordance with the Rules of Arbitration of the International Chamber of Commerce.*

Or
 - c. *in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).*
- *Non-standard arrangements:*
 - a. *Arbitration shall be conducted in New Delhi, India.*

- b. *MOU remains silent regarding the place of arbitration. The place will also be decided as a part of arbitration.*
- c. *The party that wants to file a case will give the other, the choice of place of arbitration.*

In order to check how other IITs and DST deal with such situations, what policies they adopt for dispute resolution, then undersigned discussed the matter with the authorities at these institutes.

The responses received are as follows:

IIT Bombay:

- Dispute resolution:
IIT Bombay is very particular to restrict the venue of arbitration either to
 - the defendant's jurisdiction or
 - in Mumbai, India.or be silent on the same.

Also, IIT Bombay always tries to reach agreement on UNCITRAL mode of arbitration.

IIT Delhi:

- Dispute resolution:
IIT Delhi does not agree to laws of foreign country for dispute resolution or for place of arbitration outside India.

IIT Madras:

- Dispute resolution:
IIT Madras does not agree to laws of foreign country for dispute resolution or for place of arbitration outside India. If the other party is not agreeing and the project is very importance or of high value and the chances of getting into dispute are rare then on case to case basis decision is taken in consultation with the legal advisors.

Department of Science and Technology:

- Dispute resolution:
In case of a specific agreement of DST with Boeing where DST has agreed to applicable laws of England and Wales, DST and Boeing are co-funding the project. The relation between DST and Boeing in this agreement is very different than the situation where IIT Kanpur normally enters into agreement for funding. This specific agreement can not be used as precedence for accepting on the laws of foreign country for dispute resolution or place of arbitration outside India. This is an exceptional situation.

DST suggested that IITK should never agree on any place of arbitration or applicable laws at a place outside India.

Summary

In case of dispute resolution, application of laws of foreign country for dispute resolution or place of arbitration outside India is not acceptable even in exceptional situations.

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21st September 2010