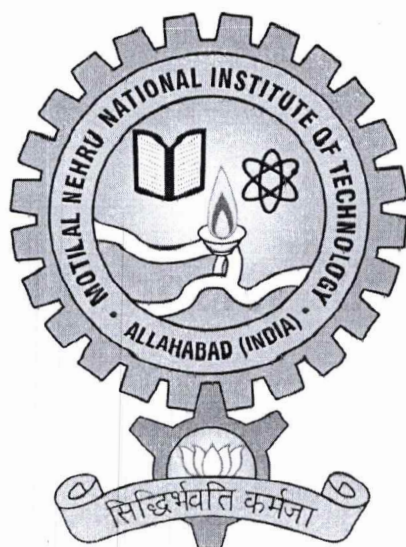


Intellectual Property Rights Policy



Motilal Nehru National Institute of Technology Allahabad

Prayagraj-211004, India

www.mnnit.ac.in

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प्रयागराज-211004 (भारत)
Motilal Nehru National Institute of Technology Allahabad
Prayagraj-211004 [India]

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Intellectual Property Rights Policy

[I] The Preamble

MNNIT Allahabad envisions *creation, acquisition and dissemination of knowledge for the benefit of society and humanity*. In pursuit of its vision, the Institute has promulgated its Intellectual Property Policy. This policy is applicable to all the faculty, staff, students, and others (including visiting / guest faculty, affiliate and adjunct faculty, industrial personnel, research fellows) who participate in any activity of MNNIT resulting in creation of intellectual property. The policy covers different classes of Intellectual Property such as but is not limited to Patent, Copyright, Software, Architecture, Trade Mark / Service Mark, Industrial Design, Plant Variety, Geographical Indication and Integrated Circuits Layout.

[II] Ownership of Intellectual Property

II.1 Invention

- A. Intellectual property of any kind is owned by MNNIT and the creator jointly when either of the following applies:
- A.1 The intellectual property was created with the significant use of funds or facilities of MNNIT.
- A.2 The intellectual property was created (i) as a part of the normal professional duty or (ii) work for hire (iii) as a part of academic research and training leading towards a degree or otherwise.
- A.3 The intellectual property was created in the course of or pursuant to a sponsored / consultancy research agreement with MNNIT (In such cases, specific provisions related to intellectual property made in contracts governing such activity will determine the ownership of intellectual property).
- B. In case of external funding such as Government Departments, Corporate, Foundation, Trust, Industry or any other agency, it shall be owned by the Institute, Creator of intellectual property and funding agency, jointly as per MoU between MNNIT and funding agency.
- C. Intellectual property created by MNNIT personnel/others without the use of significant MNNIT resources and/ or not related with the profession for which employed at MNNIT, shall be owned by the creator(s).
- D. In case of collaborative work involving more than one organization, the ownership shall be

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Prayagraj-211004 [India]**

decided as per common agreement among collaborators, by entering into Memorandum of Agreement (MoA) detailing the role, responsibilities and benefits of each party.

- E. If a researcher leaves the parent Institution and wishes to continue the work at the new institution a no-objection certificate will be required from both institutions.

Copyrights

- A. All copyrightable work, including software will be jointly owned by MNNIT and the creator(s) when:
- A.1 All teaching materials created by MNNIT and non-MNNIT personnel for external agencies, institutions and industry under the continuing education and distance education programs of MNNIT.
- A.2 It is created by MNNIT personnel with significant use of MNNIT resources.
- B. MNNIT will not claim ownership of copyright on published books and research papers authored by MNNIT personnel.
- C. The copyright of Ph.D. / M.Tech. thesis rests with the Institute. The ownership is jointly held by the student and the supervisor(s) concerned, who are free to publish research papers from the thesis, under joint authorship with the student as the first author.

Trade Mark(s) / Service Mark(s)

All protectable marks produced at MNNIT Allahabad shall be the property of the Institute. The right to use the logo will be allowed in the events organized by the regular faculty / student / staff of the Institute including project report, websites, student thesis, brochure, pamphlets and all official communications.

[III] Disclosures, Confidentiality and Assignment Rights

Disclosure is a critical part of the intellectual property protection process and it formally documents claims of inventor ship, the date of the invention and other details of the invention.

- A. If the inventors wish to protect their inventions, they are required to disclose the work to the IRR Cell at the earliest date using the Invention Disclosure form (Annexure I).
- B. All MNNIT personnel and non-MNNIT personnel associated with any activity of MNNIT shall treat all intellectual property related information which has been disclosed to the IPR Cell as confidential. Such confidentiality shall be maintained till the date such knowledge is in the public domain.

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Prayagraj-211004 [India]

- C. For sponsored and / or collaborative work the provisions of the contract pertaining to disclosure of creative work shall apply.
- D. MNNIT shall retain a non-exclusive, free, irrevocable license to copy / use intellectual property for teaching and research activities, consistent with confidentiality agreements where entered into by MNNIT.

[IV] Evaluation of Intellectual Property

All inventions / creative works shall be evaluated by a duly appointed evaluation Committee. The constitution of the committee is as follow:

- | | |
|--|-----------------|
| 1. Chairperson, IPR Standing Committee | Chairperson |
| 2. Head of the Department | Convener |
| 3. Dean (Research & Consultancy) | Member |
| 4. Two experts in the area of research from outside MNNIT Allahabad
(to be nominated by the Director on recommendation of Head of Department) | Member |
| 5. Inventor(s) for presentation and defence | Special Invitee |

The Committee will evaluate the claims made in the Disclosure Form in a timely manner and make suitable recommendations.

The Committee will assess and recommend the following:

- Whether the work is inventive and fit for filing in India and / or foreign countries
- Whether the work has potential for commercialization

After evaluation the Institute shall decide to take the responsibility for the protection of the intellectual property.

[V] Obtaining IPR

MNNIT shall provide an official IPR Advisor / Agent for drafting the intellectual property application as appropriate.

The inventors shall provide the necessary inputs to assist in the drafting of the intellectual property application.

MNNIT shall bear all costs for access to the relevant intellectual property information databases and other associated costs including cost of drafting and filling an intellectual property application in India and/or abroad.

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MNNIT shall be free to enter into agreements with overseas institutions for protection and licensing of the intellectual property, as deemed fit.

The procedure and relevant forms for obtaining IPR at Institute level shall be as per Annexure I.

[VI] Technology Transfer

MNNIT shall make efforts to market the intellectual property and identify potential licensee(s) for the intellectual property to which it has ownership. The inventors shall provide necessary assistance in this process:-

- i. The preferred mode will be non-exclusive licensing by inviting Expression of Interest from potential users.
- ii. Help may be sought from a professional agency for technology transfer on mutually agreed terms and condition.
- iii. No Disclosure certificate shall be mandatorily signed by any third party while negotiating or entering into technology transfer mode. (Annexure 2)

The details of licensing agreement, market search process, revenue sharing negotiations and relevant documents are enclosed at Annexure 3.

[VII] Revenue Sharing

The Revenue generated from the commercialization of the Intellectual Property shall be distributed as follows:

- i. The revenue earned shall be distributed at the end of financial year on 70:30 basis between the Inventor(s) and Institute. In case of multiple inventors the revenue sharing among the inventors shall be on basis of mutually agreed ratio and the same will be communicated to IPR Cell.
- ii. In case of joint patent (multi-institutional as outcome of collaborative research) revenue sharing between the Institute and the collaborating institute will be as agreed upon in the MoA.

The shares as mentioned above shall be determined after deducting the direct expenses including cost of obtaining IPR if any from the total income received by the Institute.

[VIII] Conflict of Interest

The inventor(s) are required to disclose any conflict of interest or potential conflict of interest.

If the inventor(s) and / or their immediate family have a stake in a licensee or potential licensee

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company then they are required to disclose the stake they and/or their immediate family have in the company.

It must be ensured by the inventor(s) that their entrepreneurial activities do not have an adverse impact on teaching, research and any other institutional responsibilities.

[IX] Dispute Resolution

In case of any disputes between MNNIT and the inventors regarding the implementation of the Intellectual Property Policy, the aggrieved party may appeal to the Director of the Institute. The Director's decision in this regard would be final and binding.

[X] Jurisdiction

All agreements to be signed by MNNIT will have the jurisdiction of the courts in Prayagaraj and shall be governed by appropriate laws in India.

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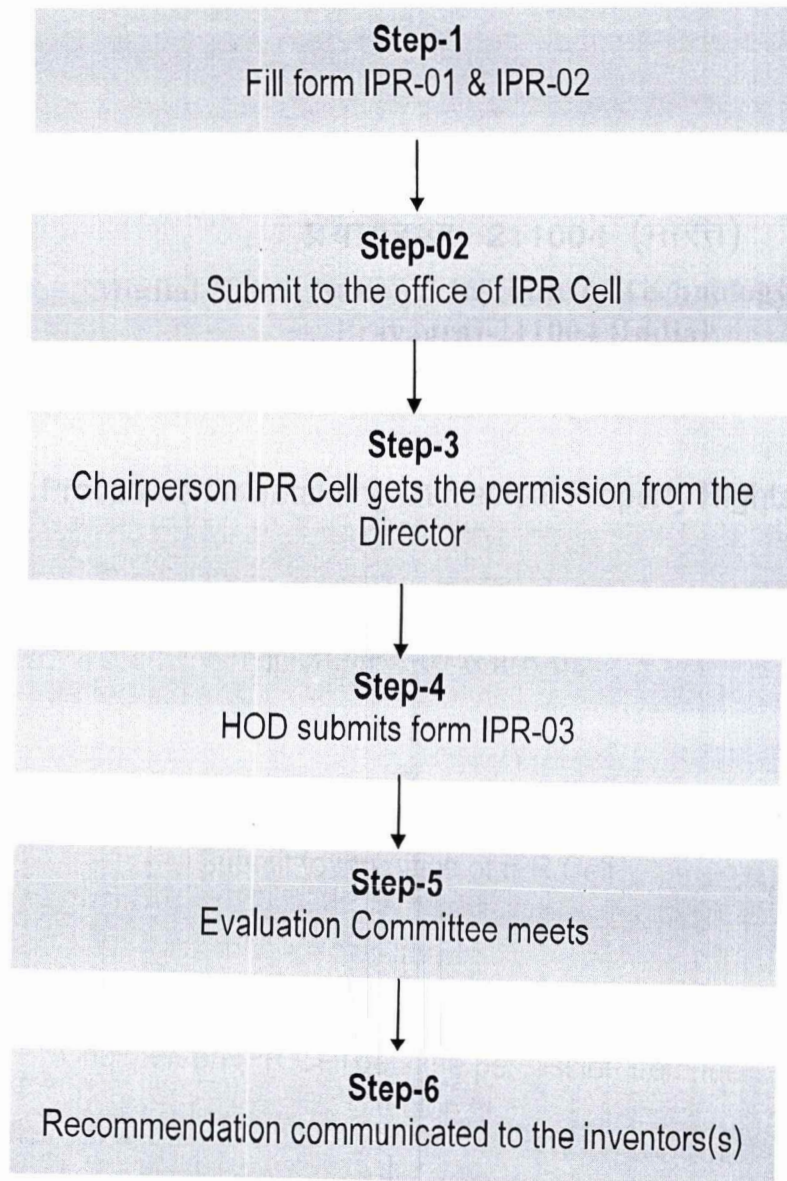


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ANNEXURE - 01

Procedure for obtaining Intellectual Property Rights



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Form IPR - 01

Request for Provisional Patent Filing Form (PPF)

I/we [Name] working as.....

[Designation] in Department of

have developed a technical know-how

Titled:

which I/we feel is innovative and has immense commercial potential, and can benefit the Institute and industry.

The source of funding for development of technical know-how in question is:

.....

[If the source of funding is other than Motilal Nehru National Institute of Technology Allahabad, then please attach MoU from the funding agency]

I/we undertake to suggest the name of 5 Companies wherein the Commercialization aspects of the patent is applicable at the time of the submission of Intellectual Property Disclosure Form.

I/we declare that by filing this Patent I am/ we are not voiding any agreement/MoU with any third party.

.....

Signature of Inventor (s) with Date and Name

Forwarded by
(Head of the Department)

Recommended for formation of evaluation committee
(Chairperson IPR Standing Committee)

Approved By
Director

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Prayagraj-211004 [India]

Form IPR - 02

Intellectual Property Disclosure Form (IPDF)
(For consideration of Evaluation Committee)

Title of the Invention:
.....

Innovator(s) who have contributed to the invention, either independently or jointly with others:

Name:	Name:
Nationality:	Nationality:
Position:	Position:
Department:	Department:
Phone:	Phone:
E-mail:	E-mail:

Name:	Name:
Nationality:	Nationality:
Position:	Position:
Department:	Department:
Phone:	Phone:
E-mail:	E-mail:

(Students are requested to give their home address and email)

Brief description of the invention

A. How does this invention relate to new processes, machines, compositions of matter, etc.? Please cover the following points:

- Describe the invention in details for technical evaluation. Please include sketches, drawing, photographs and other materials that help to illustrate the description.
- What is Novel in the invention?
- What is the "Inventive" step in your invention? How is the step Non-obvious to a person from related fields?

B. Please attach a summary of your patent search .*

* The inventors should go through the Patent Search report carefully and write the difference between his / her invention and each contents of the patent search. For Patent search please contact : ipindiaservices.gov.in/publicsearch or IPR Cell.

C. Has the invention been tested experimentally? Make experimental data available.

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IPR Ownership (Tick the appropriate area)

1. Was the intellectual property created with the significant use of funds or facilities of Motilal Nehru National Institute of Technology Allahabad?
2. Was the intellectual property created in the course of or pursuant to a sponsored/consultancy research agreement with Motilal Nehru National Institute of Technology Allahabad?
3. Was the intellectual property created as part of research leading towards a degree or otherwise?
4. Have you presented the invention in any conference, seminar, etc.? if yes, please give details.
5. Have you published full/part of this invention? if yes, please give copy of publications.

Commercial potential

1. Give brief description of:
 - (a) Possible end-users
 - (b) Input (Financial) required.
 - (c) Economic viability.
2. Please give list of companies and contact details of concerned person who can be contacted for initiating Technology Licensing

S. No.	Name of Companies	Name of the contact person	Contact no.

Development stage:

- I. In your opinion which of the following best describes the current stage of development of the invention as it relates to its marketability (indicate appropriate response):
 - (i) Embryonic (needs substantial work to bring market)
 - (ii) Partially developed (could be brought to market with significant investment)
 - (iii) Off-the-shelf (could be brought to market with nominal investment)

- II. Do you want to file Patent under PCT Route in other countries? *

Yes No

* The institute shall file patent under PCT route only in those cases wherein industry/company has exhibited interest for commercialization PCT/ International filing is subject to availability of funds

Signature of Inventor with date

Signature of Inventor with date

Signature of Inventor with date

Signature of Inventor with date

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Bharna
Arora



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Form IPR - 03

Evaluation Committee Formation

Name & Designation of Inventor (s) :

Title :

- | | |
|---|-----------------|
| 1. Chairperson, IPR Standing Committee | Chairperson |
| 2. Head of the Department | Convener |
| 3. Dean (Research & Consultancy) | Member |
| 4. Two experts in the area of research from outside MNNIT Allahabad
(to be nominated by the Director on recommendation of Head of Department)* | Member |
| (a) _____ | |
| (b) _____ | |
| 5. Inventor(s) for presentation and defence | Special Invitee |

Recommended by
(Head of the Department)

Forwarded by
(Chairperson IPR Standing Committee)

Approved
(Director)

*Head of the department of Principal Investigator (main inventor) shall attach a list of 4-5 experts with this form for consideration of the Director.

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Form IPR - 04

Report of Evaluation Committee

Name & Designation of Inventor(s) : _____

Title : _____

It is recommended

(a) whether the work is inventive and fit for filing in India and / or foreign countries

(Yes / No / Partially)

(b) Whether the work has potential for commercialization

(Yes / No / Partially)

If No or Partially to (a) or (b) then please specify

Name & signature of Committee Members :

1. Expert

2. Expert.....

3. Head of the Department.....

4. Dean (R&C)

5. Chairperson IPR Standing Committee.....

Approved / Not Approved
Director

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Annexure- 02

PATENT / INVENTION NON-DISCLOSURE AGREEMENT

I. THE PARTIES.

This Patent/Invention Non-Disclosure Agreement, hereinafter known as the "Agreement", is created on this ____ day of June, 2020, between Motilal Nehru National Institute of Technology Allahabad, Prayagraj-211004, India hereinafter known as the "Disclosing Party", andhereinafter known as the "Receiving Party".

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to business programs, products, applications, systems, components, technologies, and business topics (the "Invention") which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

II. TERMS & DEFINITIONS.

- a. "Invention" shall mean all information relating to proposal, its design, prototype, business programs, products, applications, systems, components, technologies, and business topics.
- b. "Confidential Information" shall mean all information provided by Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this Agreement. Confidential Information shall not include any of the following:
 1. such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
 2. such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
 3. Such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.
- c. "Disclosing Party" shall mean the party disclosing information to the other relating to the Invention.
- d. "Receiving Party" shall mean the party receiving information from the other relating to the Invention.

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III. USE OF CONFIDENTIAL INFORMATION.

The Receiving Party agrees to:

- a. receive and maintain the Confidential Information in confidence;
- b. examine the Confidential Information at its own expense;
- c. not reproduce the Confidential Information or any part thereof without the express written consent of Disclosing Party;
- d. not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Disclosing Party;
- e. limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
- f. not use or utilize the Confidential Information without the express written consent of Disclosing Party;
- g. not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus, or device similar to any method, system, apparatus, or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party; and
- h. utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.

IV. RETURN OF CONFIDENTIAL INFORMATION.

All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party within 5 days of written demand by Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with the Disclosing Party, Receiving Party shall return all information to the Disclosing Party without retaining any copies.

V. ENFORCEMENT.

The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The company shall be entitled to all remedies available at law.

VI. NON-ASSIGNABLE.

This Agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

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Prayagraj-211004 [India]

VII. TIME-PERIOD.

This Confidential Information that is shared may not be disclosed by the Receiving Party to any 3rd party unless the information has been made public or written permission has been given by the Disclosing Party.

VIII. GOVERNING LAW.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions) shall be governed by and construed in accordance with the laws of the State of Uttar Pradesh, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

IX. NO LICENSE.

Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppel or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right.

X. BINDING NATURE.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

XI. SEVERABILITY.

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

XII. ENTIRE AGREEMENT.

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

Disclosing Party's Signature _____ Date _____

Name: Motilal Nehru National Institute of Technology Allahabad, Prayagraj

Receiving Party's Signature _____ Date _____

Name:

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Prayagraj-211004 [India]

Technology Transfer / Licensing

Annexure - 03

MNNIT Allahabad believes that the basic idea of IPR is to disseminate the invention for the benefit of society and economy by way of technology transfer and commercialisation.

The process shall involve various steps as briefed hereafter.

A) Mode of technology transfer:

The mode of technology transfer shall depend upon type of invention and market dynamics. MNNIT is a Government funded institution hence preference shall be given for non exclusive license; however exclusive license may also be granted as per nature of invention and market conditions.

i. Non-exclusive Mode of Technology Transfer:

'Non-exclusive patent license' means that licensor (MNNIT Allahabad) reserves the right to issue license of the same 'Patent' to more than one interested parties at the same time. However, none of the Licensees will have any legal position to object to the licensor. All the licensee may continue to make, use, sell, lease or otherwise dispose of Licensed Product in the Field of Use for commercial purposes without any interference to each other, as per MoU.

ii. Exclusive Mode of Technology Transfer:

'Exclusive patent license' means that the licensor (MNNIT Allahabad) may assign the right to a single party to make, use, sell, lease or otherwise dispose of Licensed Product in the Field of Use for commercial Purpose for the defined period and no person or business other than the Licensee shall have a right. After the completion of period of exclusive license granted to the licensee, Licensor may review the terms and conditions.

B) Market Search

For every patent (granted / applied for) efforts shall be made to commercialise the outcome. A committee for this purpose shall be constituted for fair and transparent decision:

1. Chairperson IPR Standing Committee
2. Director's nominee
3. Inventor(s) (Any two in case of multiple inventors)

The Competent Authority shall approve the search committee in each case.

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The Committee may prepared list of potential, reliable companies (including start-ups) may be prepared after detailed survey of their products, manufacturing units, strong sell network etc. These companies may be approached in a manner which does not disclose the invention. Hence, as described earlier, a non-disclosure agreement may be obtained before further, negotiations. The Committee shall negotiate the terms and conditions of contract (as per section D).

C) Revenue Generation

Following parameters may be taken into consideration before beginning the negotiation. Their evaluation helps the negotiator (herein committee) to fix an appropriate starting point for discussion with the potential licensee.

- i. Cost based approach where the valuation may be based on the cost of developing, reproduction and / or replacement.
- ii. Market based approach: The invention may be valued on the basis of comparable intellectual property in similar market transaction.
- iii. Income based approach where valuation may be based on the anticipated income, the invention is likely to generate.

The search committee for market survey may utilize any or a combination of above three approaches to negotiate the term of revenue sharing between licensee and Licensor (MNNIT Allahabad). The decision in this context may also depend on exclusivity, territory, industry, market size, market potential, remuneration, such as upfront license fee paid, etc.

Revenue distribution may be negotiated in any combination of following forms:

- i. One time upfront licensee fee
- ii. Running royalties
- iii. Minimum annual payment
- i. **Upfront License Fee** – Efforts may be made to secure an upfront license fee from the licensee as a one time payment. The amount shall depend upon nature of technology, size of market, level of competition etc. This may be charged in addition to royalty.
- ii. **Royalty** – Royalty rates are normally set as a percentage of revenue generated by the technology. It can be either on gross sales or net sales. Royalty shall be payable at the end of a

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pre decided period, which may be quarterly, half yearly or annual. The rate of royalty will be governed by industry trend for similar product / technology.

- iii. **Minimum Annual Payment** – Where the market size is uncertain and / or value of comparable intellectual property transaction is not known, or invention is intangible in nature such as software, minimum payment on annual basis may be negotiated.

D) Necessary Documents

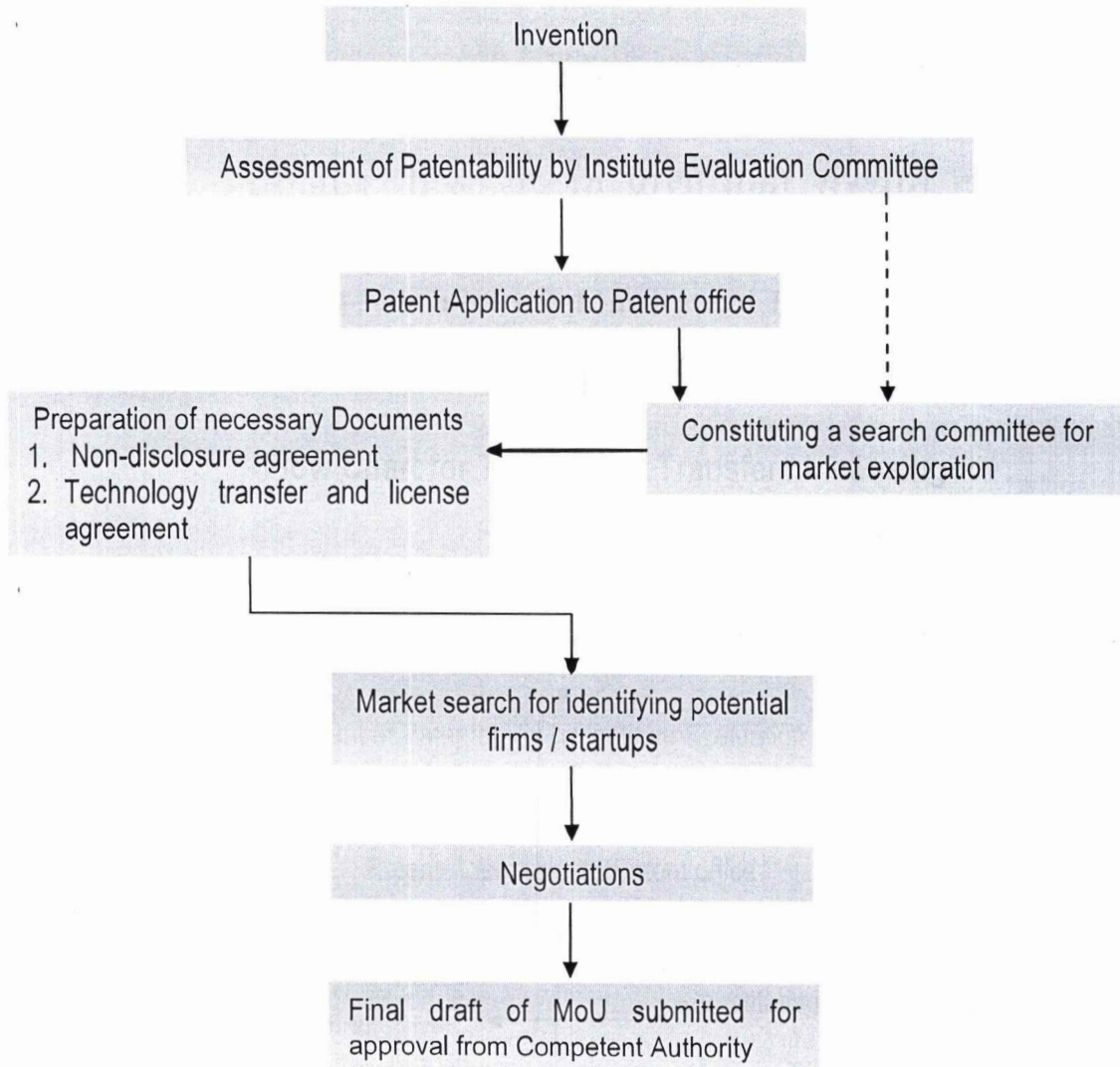
Documents required at different steps of exploring potential buyer of invention are listed below. A template of these documents may be obtained from MNNIT IPR Cell. Inventor(s) may amend the same according to invention without altering the basic nature of the documents.

- i) **Non-disclosure agreement:** This document is needed at the very beginning and must be obtained from an interested buyer before disclosing the invention. In this world of competitiveness, the authenticity of the companies must be ensured by the inventors. A substandard company may not adhere to the agreement, once the deal is not finalized. (Template enclosed)
- ii) **Technology transfer and license agreement:** A draft of the 'Technology transfer and license agreement' is to be prepared by the committee that summarises the terms of agreement with the interested buyer(s). (Template enclosed)

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Flow Chart for Technology Transfer / Licensing



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Template (D(ii))

EXCLUSIVE / NON EXCLUSIVE TECHNOLOGY TRANSFER & LICENSE

AGREEMENT

This License Agreement is made and entered into this ----- day of ----- by and between Motilal Nehru National Institute of Technology Allahabad, an Indian Institute incorporated under National Institutes of Technology Act-2007 (29 to 2007).having address at Prayagraj-211004, Uttar Pradesh, India(hereinafter referred to as "MNNIT") and -----, -----under the Indian Law having a registered place of business at ----- (hereinafter referred to as "LICENSEE"), on ----- being the date when this agreement comes into force (hereinafter referred as "Effective Date") and will be considered binding on the parties. MNNIT and LICENSEE shall be individually referred to as "Party" and collectively as "Parties".

Preamble

- A. Whereas, MNNIT through Director MNNIT Allahabad has generated an Intellectual property (IP) titled ----- which has been protected by filing of a patent application number(s) ----- with the Indian Patent Office (hereinafter referred to as 'MNNIT Patent', as per the information given in Annexure and which has potential for commercialization);
- B. Whereas, MNNIT is agreeable to provide a Exclusive / non-exclusive (whichever is applicable) license of the MNNIT Patent to the LICENSEE for manufacturing and commercialization, under terms and conditions given below; and
- C. Whereas, LICENSEE is agreeable for obtaining the license from MNNIT to practice / use the 'MNNIT Patent' for the manufacturing and commercializing of ----- in offices, household, organizational, industrial or relevant sectors ('Field of Use') 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. DEFINITION

- 1.1 "Application" shall mean Indian Patent Application No(s) ----- filed on and any additions, divisions, derivatives, re-examination, or reissues of this application
- 1.2 "Patent" shall mean any patent that issues on Application.
- 1.3 "Licensed MNNIT Patent" shall mean any Patent and/or Application, which is proprietary to MNNIT.

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- 1.4 "Field of Use" shall mean offices, household, organizational, industrial or relevant sectors except Govt./Semi Govt/Autonomous organizations/Public Sector Undertakings.
- 1.5 "Territory" shall mean -----
- 1.6 "License Year" shall mean each twelve-month period beginning on April 1 and ending on March 31. However, the first License Year (alternatively, License Year 1) shall commence on the Effective Date and end on March 31 of the next calendar year in the instance the Effective Date precedes March 31 of that calendar year.
- 1.7 "Net Sales" shall mean the gross amount invoiced for sales, leases and other dispositions of Licensed Products by LICENSEE less (i) all trade, quantity, and cash discounts actually allowed, packaging & forwarding expenses (ii) all credits and allowances actually granted on account of rejection, returns, billing errors, and retroactive price reductions, (iii) duties, and (iv) excise, sale and use taxes, and equivalent taxes.
- 1.8 "Licensed Product" shall mean any products or services which incorporate or utilize or are otherwise described and claimed in MNNIT Patent or which are made by a process which utilizes, incorporates or is otherwise described and claimed in MNNIT Patent.

2. WARRANTY & REPRESENTATIONS

- 2.1 LICENSEE understands and acknowledges and accepts that MNNIT, by this Agreement, makes no representation as to the operability or fitness for any use, safety, efficacy, ability to obtain regulatory approval of Licensed MNNIT Patent..
- 2.2 MNNIT, by this Agreement hereby represents, warrants and undertakes to LICENSEE that:
- 2.2.1 MNNIT is the sole and exclusive owner of the Licensed MNNIT Patent;
- 2.2.2 MNNIT has disclosed in writing to LICENSEE all patents and patent applications owned or controlled by MNNIT as of the Effective Date that cover the Licensed Product which constitutes the Licensed MNNIT Patent;
- 2.2.3 MNNIT has not assigned any rights of the Licensed MNNIT Patent to a third party nor in any manner encumbered, diminished or impaired any right relating to the Licensed MNNIT Patent. To the knowledge of MNNIT the Licensed MNNIT Patent are free and clear of any mortgage, pledge, security interest, or other encumbrances or obligations;
- 2.2.4 There is no action, suit, litigation, administrative or regulatory action or proceeding by a

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government authority or other person pending or, to MNNIT's knowledge, currently threatened in writing against or affecting MNNIT that questions the validity of this Agreement or the right of MNNIT to enter into this Agreement;

2.2.5 To the best of MNNIT's knowledge the Licensed MNNIT Patent does not infringe any intellectual property held by any third party as of the Effective Date.

- 2.3 Each Party represents and warrants that it possesses the legal rights and authority to enter into this Agreement and to perform each of its obligations under this Agreement.

3. GRANT OF RIGHTS

- a. MNNIT hereby grants to and LICENSEE hereby accepts the nonexclusive / exclusive (strikeout the one not applicable) right to make, use, sell, lease or otherwise dispose of Licensed Product in the Field of Use in the Territory for the Term of this Agreement as specified hereinbelow.
- b. LICENSEE may not grant sublicenses.
- c. MNNIT retains an irrevocable, nonexclusive, and nontransferable right to practice Application and Patent for their own educational and research purposes and such right shall include such use by other non-profit institutions.
- d. Nothing in this Agreement shall be construed to give LICENSEE rights in any inventions developed by MNNIT other than those explicitly specified in this Agreement.
- e. The rights granted by this Agreement are to LICENSEE alone and this Agreement does not grant any rights to third parties.
- f. LICENSEE shall own all intellectual property, both tangible and intangible, including without limitation, patents, copyrights, trademarks, trade secrets, know-how and industrial designs that is independently conceived, created, invented, discovered or developed from the work conducted under this Agreement along with any Intellectual Property Rights thereto.
- g. This grant is subject to the payment by LICENSEE to MNNIT of all consideration as provided in Clause 4 herein, and is further subject to rights:
 - i. retained by MNNIT to publish the general scientific findings from research related to the above MNNIT Patent subject to Confidential Information requirements; and
 - ii. retained by MNNIT to use the results for research, teaching and other educational related purposes.

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4. PAYMENTS AND REPORTS

As consideration for the rights granted by this Agreement, LICENSEE shall pay MNNIT as per the following clauses: (These are optional to be decided after negotiation)

- a. Non-refundable upfront license fee will be taken by MNNIT Allahabad.
- b. In addition, LICENSEE shall pay MNNIT a non-refundable annual royalty at the rate ----- of the revenues excluding applicable service tax generated from the Net sales of Licensed Product manufactured using *MNNIT Patent*, exclusive of applicable tax minimum annual payment. Such payment shall be made by the LICENSEE to MNNIT on or before ----- of every year.
- c. LICENSEE shall provide MNNIT with quarterly written reports of all sales, leases or other dispositions of Licensed Product by LICENSEE. The royalty report shall be made within thirty (30) days of the end of every six (6) months. MNNIT agrees to keep the information in these reports confidential, except as may be necessary to maintain an action against LICENSEE for breach of this Agreement. Royalty payments for sales, leases, and other dispositions of the Licensed Product invoiced during a calendar quarter shall accompany the royalty report for that half of the year. The royalty report shall be submitted regardless of whether or not royalties are owed for the duration of the term of Licensed MNNIT Patent. Payments shall be made in Indian Rupees.
- d. LICENSEE shall keep and maintain records of sales, leases, and other dispositions of the Licensed Product. Such records shall be open to inspection at reasonable times by a certified public accountant chosen by MNNIT and acceptable to LICENSEE, which shall not unreasonably withhold such acceptance. Such inspection shall be made at MNNIT's expense. However, if the results of any audit reveal additional royalties owed to MNNIT that differ by more than 5% (five percent) from those royalties already paid, LICENSEE shall also reimburse MNNIT for the costs of the audit.
- e. Payments due under this Agreement that are more than the sixty (60) days late shall be subject to a twenty percent (20%) per annum interest charge.

5. TERM AND TERMINATION

- a. This agreement will be for a period of ----- years initially and may be renewed for further period under mutual terms and conditions, based on the review of performance and payment.

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- b. The agreement can be terminated by MNNIT if LICENSEE is wound up, declared defunct, insolvent, bankrupt or defaulter or changed the nature of its business. In such an event the licensing rights will also terminate and stand revoked and MNNIT will be free to license the MNNIT Patent to any other party it deems fit.
- c. The agreement can be terminated at the discretion of either party on notice in writing, if any breach of contract occurs on behalf of either party unless, such breach being capable of remedy, the party in breach remedies such breach within seven days of being requested do to so.
- d. The agreement can be terminated at any time by mutual written consent" between LICENSEE and MNNIT, upon 60 days written notice to all parties and subject to any terms herein, which survive termination.

6. ASSIGNMENT / SUB LICENSE

LICENSEE shall not sublicense the *MNNIT Patent* or assign this Agreement to any third parties without the prior written consent of MNNIT.

7. INDEMNIFICATION

LICENSEE agrees to hold harmless and indemnify MNNIT (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 LICENSEE, its affiliates or their officers, employees, agents or representatives.

MNNIT shall defend (with counsel reasonably acceptable to LICENSEE), indemnify and hold harmless LICENSEE and each of its officers, directors, employees, agents, and each of their successors and assigns (collectively, the "LICENSEE Indemnified Parties") from and against any damages, claims, lawsuits, causes of action, liabilities, costs, obligations and expenses (including reasonable attorneys' fees and court costs) arising out of any breach of its warranties and/ or representations with respect to any claim or allegation (whether or not proven) by any third party that LICENSEE's use of the Licensed MNNIT Patent pursuant to this Agreement, including, without limitation, the marketing, sale and/or distribution of the Licensed Products in the Field of Use in the Territory, infringes upon or violates an intellectual property right; provided, however, that: (i) LICENSEE shall have promptly provided MNNIT with written notice thereof and reasonable cooperation, information, and assistance in connection therewith; (ii) MNNIT shall have sole control and authority with respect to the defense,

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settlement, or compromise thereof (provided in all cases MNNIT shall act reasonably in good faith and in the best interests of LICENSEE, and MNNIT shall not take any actions or enter into any settlements or other arrangements that impose any obligations or liabilities, financial or otherwise, upon LICENSEE without LICENSEE's prior written consent). LICENSEE shall have the right to be kept informed of the status and progress of all such actions undertaken by MNNIT pursuant to this clause and to participate in any such actions.

8. USE OF MNNIT NAME

LICENSEE may use MNNIT name in their letters to various industries, participation in any seminars and presentations, any advertisement in newspapers or technical papers, and other use if required, based on explicit written consent of MNNIT. However, the Licensed Product should bear the logo of MNNIT at an appropriate place.

9. CONFIDENTIALITY

- a. It may be necessary for MNNIT and LICENSEE to disclose to or exchange with each other proprietary information relating to MNNIT and / or LICENSEE confidential information. The disclosing party shall advise authorized 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. MNNIT and LICENSEE each agree that all information contained in documents designated / marked "confidential" and forwarded to one by the other:
 - i. be received in strict confidence,
 - ii. be used only for the purposes of this Agreement, and
 - iii. not be disclosed by the recipient party, its agents or employees without the prior written consent of the other party.
- c. The obligations of confidentiality set forth above shall survive the termination of this Agreement.
- d. This Clause shall not apply where the confidential or proprietary information (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes

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publicly known and made generally available after disclosure by the disclosing party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's confidential or proprietary information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

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 through mutual discussion. If such discussion 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, under the guidelines of the Indian Arbitration and Conciliation Act 1996, conducted in the city of Prayagraj, India in English language and in accordance with the Laws of India.

11. NOTICES

For purposes of mailings of notices, payments, or other communications, the addresses of the parties are given below. A party may change its address by giving written notice to the other Party.

Notices shall be deemed given as of the date of mailing by certified mail, postage prepaid, to the above addresses (or such other addresses as may be specified in writing by a Party).

12. GENERAL

- 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.
- All future technical up-gradation and time to time Testing and Validation of the product quality and technical support will be provided by MNNIT.
- This Agreement will be construed and enforced in accordance with the laws of India and subject to the jurisdiction of the Courts at Prayagraj.

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- d. Failure of either party 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.
- e. Headings are included herein for convenience only and shall not be used to construe this Agreement.
- f. 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.
- g. 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.

For

Motilal Nehru National Institute of Technology

Designation

Date:

SEAL / STAMP

For

LICENSEE

Designation

Date:

SEAL / STAMP

Witnesses-

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Witnesses-

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