**This is a sample draft it is the user’s responsibility to customise according to the need**

**TECHNOLOGY LICENSING AGREEMENT**

THIS AGREEMENT is made and entered into on 25th day of April, 2020 by and between

INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI, an academic institute of national importance and a statutory body incorporated under the provisions of The Institute of Technology Act, 1961, having its main campus and administrative office at Guwahati, Assam 781039, India (hereinafter referred to as the "Licensor")

AND [Name of the company], a company formed and existing under the provisions of the Companies Act, 1956 having its registered office at [Address] (hereinafter referred to as the "Licensee")

WHEREAS

1. [Name and department of the inventor] (hereinafter the inventors) belonging to the Licensor have developed a unique technology on [Name of the technology] (referred to and defined as "the Licensed Technology') referring to patent number (if any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. The Licensor being the employer and/or education imparting institute of the inventors owns all right, title and interest in the Licensed Technology and is in possession thereof. The Licensor is thus fully competent to grant and execute the instant Agreement in respect of the Licensed Technology.
3. The Licensee after due discussions with the inventors is aware of the nuances and intricacies of the Licensed Technology. The Licensee after being fully convinced about the potential of the Licensed Technology desires to obtain a non-exclusive in respect of the Licensed Technology from the Licensor and the Licensor is willing to grant such license in accordance with the terms, conditions and stipulations stated herein.

NOW, THEREFORE, in consideration of premises and covenants hereinafter set forth, the parties hereto agree as follows:

**Clause 1**

**Interpretations**

1.1.1 Subject to the provisions herein contained the term "Licensed Technology" shall mean the technology for "[Name of the technology].

1.1.2. "Term" shall mean the term of this Agreement as specified in Clause 9 below.

1.1.3 "Territory" shall mean the territory of India.

1.2 The words importing singular number shall include plural and vice versa.

1.3 Any reference to persons shall-include-bodies of persons, whether incorporated or not.

1.4 The headings contained in this Agreement are for reference purposes only and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

## **Clause 2**

## **Grant of License**

2.1 Subject to the terms and conditions herein contained, the Licensor hereby grants to the Licensee an non-exclusive license in respect of the licensed  without any restriction of territory.

2.2 The Licensee shall have the qualified entitlement to use and/or authorize its employees, men and personnel to use the process, information, know-how and the technology contemplated and comprised in the Licensed Technology and manufacture, produce and sell products underlying the Licensed

2.3 The Licensee understands, acknowledges and agrees that if the Licensee fails, neglects or does not initiate the use of the Licensed technology within twenty four months from the date of the execution of this Agreement, this Agreement shall be terminated automatically notwithstanding anything contained in this Agreement to the contrary and the license fee paid by the Licensee to the Licensor shall be fully appropriated by the Licensor.

2.4 The Licensee shall permit, the authorized representative(s) of the Licensor at all mutually convenient times to enter into any premises of the licensee where the licensee is using the process, information, know-how and the Technology contemplated and comprised in the Licensed Technology and manufacturing, producing, stocking and selling products underlying the Licensed Technology so as to enable the Licensor to ascertain that the provisions of this Agreement are being complied with and the quality of the product is maintained.

## **Clause 3**

## **Technical Assistance and Services**

3.1. Within a period of one month from the date of signing of this Agreement, the Licensor, through the inventors, shall supply and furnish to the Licensee data and information concerning the process, know-how and the Technology contemplated and comprised in the Licensed Technology; and this includes supply of all documents containing design conditions for preparation of the adsorbent bed material.

3.2 Without prejudice to the generality of the foregoing Clause 3.1, the Licensor, through the inventors, shall supply and furnish to the Licensee such other information (which the Licensor is possessing) which the Licensor deems necessary to enable the Licensee to (i) use the process, information, know-how and the Technology. Contemplated and comprised in the Licensed technology and (ii) manufacture, produce and sell products underlying the Licensed Technology in the best possible manner.

Further, the Licensor will provide, furnish and make available to Licensee latest technology including research and engineering information, designs, production methods, improvements relating to designs, production methods, manufacture, testing, processes of the said products and engineering blue prints, if any, plant lay-out, drawings, information and documents relating to manufacturing processes of the said product and all other related information and particulars for successful installation.

3.3 The Licensor, if so requested by the Licensee, may impart training to the designated employees, men, demonstrators, researchers and personnel of the Licensee, so as to enable the Licensee to use the process, information, know-how and the Technology contemplated and comprised in the Licensed Technology and manufacture, produce and sell products underlying the Licensed Technology in the best possible manner.

3.4 The Licensee understands that the cost, duration and place of any such training shall be decided by the Licensor and expenses, such as traveling expenses and honorariums of the researchers, students etc. shall be paid by the Licensee. Moreover, any other services including design/ field visit, etc., from Licensor will be chargeable on consultancy basis.

3.5 If requested, the licensor can provide technical assistance for new design and development of floor disinfection unit to the Licensee. The Licensee shall bear the cost of any plant visit, as mentioned above in clause-3.5, by IIT Guwahati personnel.

**Clause 4**

## **Intellectual Property and Improvements**

4.1 Licensee understands and acknowledges that the Licensed Technology is proprietary to the Licensor and all intellectual property rights comprised and underlying in such Technology including in all its future improvements and derivations made and developed by the Licensor belongs and shall be the sole property of the Licensor during the pendency of this Agreement

4.2 If at any time during the use of the Licensed Technology, the Licensee invents or comes into the possession of any improvements or further inventions or derivations relating to or arising out of the Licensed  the Licensee shall intimate to the Licensor of such improvements or further inventions or derivations. The Licensor, then, certify the perfectibility, i.e. filtration activities and removal of Arsenic, iron and other bacterial infections within the ambit of the Licensed  of the Licensor.

**Clause 5**

## **Consideration**

5.1 In consideration of the grant of the instant license, the Licensee shall pay to the Licensor a license fee comprising of a one payment of Rs amount in Indian currency on the day of signing of this Agreement by the parties and royalty of x% on sales value every quarter of the year for the period of sales of the product based on the said technology.

5.2 The Licensee will have the right to sell the product by using the said Technology to any Govt. or Pvt. Sector organizations.

5.3 The payment made to Licensor hereunder shall be by means of online money transfer to IIT Guwahati account.

5.4 The Licensee agrees to pay any statutory taxes including the GST, as applicable from time to time, in addition to the payments as stated above.

5.5 The Licensee shall maintain proper books and records showing the sales of the product underlying the Licensed Technology

5.6 The Licensee shall permit, the employees, men and personnel of the Licensor or its authorized representatives, at all convenient times, to inspect such books and records.

**Clause 6**

## **Undertakings by the Licensee**

6.1 Licensee undertakes and agrees that it shall at all times during the continuance of this Agreement and wherever applicable, following the termination observe and perform the terms and conditions set out in this Agreement and in particular:

1. shall use at all times its best endeavours to promote and extend the market for the products underlying the Licensed Technology in the Territory and work diligently to obtain orders therefor;
2. shall at its own expense provide advertising and publicity for the products underlying the Licensed Technology.
3. shall not without the previous consent in writing of the Licensor be concerned or interested, either directly or indirectly, in the production, importation, distribution, sale, licensing or advertisement of any other functionally equivalent products capable of restricting, competing or otherwise interfering with the market for the products underlying the Licensed Technology',
4. shall, in all correspondence and other dealings relating directly or indirectly to the licensing or other transaction relating to the Licensed Technology, clearly indicate that it is acting as the licensee and not as developer of the Licensed
5. shall immediately bring to the attention of the Licensor any improper or wrongful use of the Licensed Technology and intellectual property rights underlying such Technology which come to the notice of the Licensee and shall use every effort to safeguard the property rights and interests of the Licensor and shall at the request and cost of the Licensor take all steps required by the Licensor to defend such rights;

**Clause 7**

**Warranty**

7.1 The Licensor and the inventors to the best of their knowledge and belief, considers that the Licensed Technology in no manner violates or infringes any third party rights. Any services or consultation will be rendered hereafter on chargeable basis.

**Clause 8**

### **Liability**

8.1 Licensor shall not be liable to the Licensee for any statement, representation, condition, warranty or other terms express or implied, as to the quality, merchantability, suitability or fitness of the Licensed Technology.

**Clause 9**

## **Duration and Termination**

9.1 This Agreement shall be effective for a period of x years subject to renewal from the date of signing this Agreement.

9.2 The parties, sixty days prior to the normal expiry of this Agreement, may extend the term of this Agreement on such terms and conditions.

After the end of this period, the License may be renewed for a further period of x terms of x years if no unpleasant, defaulted and unwarranted activities are committed by the Licensee during the tenure of this agreement or otherwise, the Licensee has got punishment by the appropriate Court of Law.

9.3 In the event of bankruptcy, winding up, or insolvency of either party hereto, the other party may unilaterally terminate this Agreement by a notice in writing and the License shall terminate on and from the date when such termination notice would be duly dispatched.

9.4 Notwithstanding anything contained in this Agreement to the contrary, the license fee paid by the Licensee to the Licensor shall be fully appropriated by the Licensor in the event of prior termination the License in any manner whatsoever in accordance with the Clauses mentioned herein.

**Clause 10**

**Secrecy**

10.1 The Licensee and the Licensor understand and acknowledge that all information and data exchanged between both the parties are trade secrets and both the parties agree that it shall not, without prior written consent of the other, sell, assign or divulge any such information and data either technological secret or business secret to anyone in any manner whatsoever except to its employees, men, demonstrators, researchers and personnel.

10.2 Both the parties shall take all due care, measures and steps to protect the aforesaid information and data mentioned in Clause in 10.1 above and shall protect such information and data against any unauthorized disclosure.

10.3 Both the parties undertakes that it shall cause all such employees, men, demonstrators, researchers and personnel to whom the confidential information and data is disclosed and divulged to sign and execute legally valid and binding, written non- disclosure agreement to fully protect the parties right to such information and data.

10.4 This Clause shall survive for a period of 10 years following the termination or expiry of the instant Agreement.

**Clause 11**

## **Taxation**

The Licensee undertakes to bear all duties, taxes and any similar charges, which may be imposed by Government and regulatory authorities concerning any payment covered and contemplated in this Agreement.

**Clause 12**

## **Dispute Resolution**

12.1 The party raising the Dispute will promptly provide the other party with a written notice reasonably detailing the Dispute (a "Dispute Notice"). The parties will attempt to resolve the Dispute amicably through discussion within a period of thirty days after a party's receipt of a Dispute Notice.

12.2 If the Dispute is not resolved through mutual discussion, the parties will submit the Dispute to final and binding arbitration conducted and administered under the Rules of Arbitration as per Arbitration and Conciliation Act 1996 or any other amendments amended. The arbitration shall be conducted in English language in Guwahati, Assam, India. The arbitration will be conducted by a mutually agreed sole arbitrator. The arbitrator may enter a default decision if a party fails to participate. The costs of the arbitration proceeding shall be equally shared by the Licensor and the Licensee. The award of the Arbitrator shall be binding for both the parties.

**Clause 13**

### **Applicable Law**

13.1 This License shall be governed, construed and interpreted in accordance with the laws in force in India.

**Clause 14**

### **Force Majeure**

14.1 Neither party shall be liable to the other party for non-performance or delay in performance of any of its obligation under this Agreement at Force Majeure situation due to the causes reasonably beyond its control.

14.2 Upon the occurrence of such a force majeure condition the affected party shall immediately notify the other party with all details of the condition and shall promptly inform the other party of any further developments.

14.3 Immediately after the removal of the force majeure conditions, the affected party shall perform its unperformed obligations as expeditiously as possible, but, if the force majeure conditions subsists for a period of more than twenty four months this Agreement shall terminate automatically notwithstanding anything contained in this Agreement to the contrary and the license fee paid by the Licensee to the Licensor shall be fully appropriated by the Licensor.

**Clause 15**

### **Notices**

All communication and notices between the parties shall be valid when made by E- mail, post and subsequently confirmed in writing and addressed to the following addresses.

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| To Licensor: | Dean, Industrial Interactions and Special Initiatives  Indian Institute of Technology Guwahati,  Guwahati 781039, Assam |
| To Licensee:  **Clause 16** | Company details  Regd. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### **Entire Agreement**

This Agreement supersedes any arrangements, understandings, promises or agreements made or existing between the parties hereto prior to or simultaneously with this Agreement and constitutes the entire understanding between the parties hereto on this specific Technology transfer. No addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by or on behalf of the parties.

**Clause 17**

## **Severability**

In the event any part of this Agreement or any of the terms, conditions or provisions contained in this Agreement is determined by any competent authority to be invalid, unlawful or unenforceable, then to the extent possible such part, term, condition or provision could be severed from the remaining terms, conditions and provisions and such remaining terms, conditions and provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

**Clause 18**

### **Language**

The language for Correspondence between the parties and any documentation shall be in English.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

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| For and on behalf of INDIAN INSTITUTE OF TECHNOLOGY, GUWAHATI | For and on behalf of  Name of the company  ­ |
| -------------------------------------  Prof. G. Krishnamoorthy  Dean, Industrial Interactions  and Special Initiatives | --------------------------------------  Name  Designation  Name of the company |
| Witness | Witness |
| Name of the inventor  Department of xxxxxxx  IIT Guwahati  Name:  Designation:  IIT Guwahati | Name:  Designation:  Company name:  Name:  Designation:  Company name: |
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