

MEMORANDUM OF UNDERSTANDING

BETWEEN

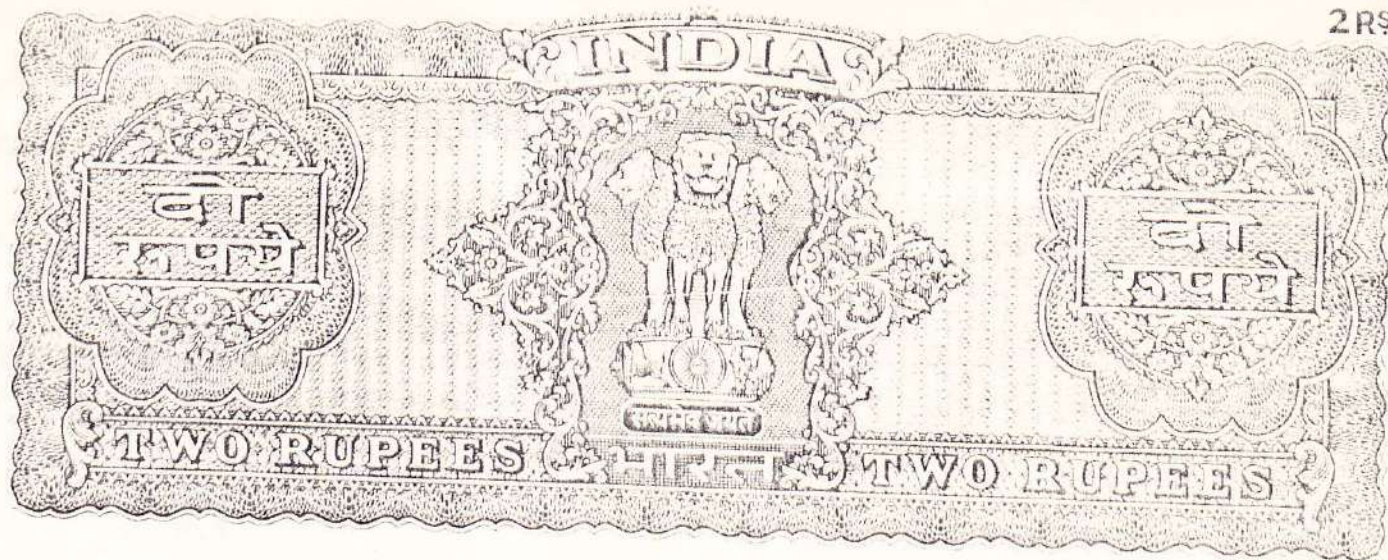
INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR
AND
NATIONAL RESEARCH DEVELOPMENT CORPORATION

1995

1. The Registrar is requested to place 2 copies of the MOU before DOA for consideration / approval. The original MOU be filed by Reg. 1117
2. One copy be sent to the Director (SRII) for info / use.

Secy:

[Signature]
3/15/95



Ad This Memorandum of Understanding is entered into this day of 1995, between the Indian Institute of Technology, Kharagpur registered under the Act of Parliament in 1961 (hereinafter called the 'Institute') which expression shall include its successors and assigns unless the context requires a different construction) of the one part and the National Research Development Corporation, registered under the Companies Act, 1956, having its Registered Office at Anusandhan Vikas, 20-22 Zamroodpur Community Centre, Kailash Colony Extension, New Delhi 110 048 (hereinafter called 'NRDC' which expression shall include its successors in interest/business and permitted assigns) of the other part.

1. PREAMBLE

Whereas the Indian Institute of Technology, Kharagpur (the 'Institute') registered under the Act of Parliament in 1961, is a premier technical Institution which has contributed for over four decades to the economic growth of the nation by training high quality manpower and

[Handwritten signature]

providing a wide range of consultancy services to the Indian industry. The Institute has developed expertise in areas ranging from aero-space to food processing. It has also developed strong R&D capacity in basic and applied sciences with particular emphasis on the development of technologies in the frontier areas of science & technology. As a result, a large number of technologies have been generated which can be transferred to industries both in India and abroad for commercial exploitation and for social benefits.

Whereas the National Research Development Corporation (NRDC) is a company established by the Government of India with the object, inter alia of promotion, development, licensing and commercial exploitation of indigenous technology, knowhow and inventions, including the technical and engineering knowhow generated by various publicly funded R&D laboratories and institutions. Since its inception NRDC has transferred to industry and successfully commercialised a large number of technologies both at home and abroad.

Whereas the Institute and NRDC recognise the respective strengths of one another desire to cooperate in the development of technologies and their successful transfer to industry for commercial exploitation and socio-economic benefits.

The Institute and NRDC, therefore, agree to enter into a Memorandum of Understanding as follows:



MEMORANDUM OF UNDERSTANDING

1. Whereas the 'Institute' will be primarily responsible for the development of the basic knowhow of various inventions/ technologies/processes, NRDC, will take the responsibility of licensing of such knowhow, whether patentable or not.
2. The 'Institute' agrees to assign to NRDC on a case to case basis inventions/ technologies/ processes including the patents relating thereto (where the technology/process has already been patented by the 'Institute'), for licensing and commercial exploitation by NRDC. In the event of clients approaching the 'Institute' for commercial exploitation of the inventions/technologies/processes assigned to NRDC, the licences for commercial exploitation shall be given by NRDC on mutually agreed terms and conditions (not necessarily the same as given in clause 6) between NRDC and the 'Institute'.
3. The 'Institute' also agrees to provide NRDC technical and engineering knowhow relating to such inventions/processes/technologies consisting of documented technical information on the mode of working and using the same by an industry, as may be necessary to commercialise the said



inventions/processes/technologies and associated patents, by NRDC.

4. For processes licensed by NRDC, the 'Institute' agrees to provide a demonstration of the process to the licensee at the 'Institute', on the laboratory scale or any larger scale on which the process may have been developed by the 'Institute', within 30 days of the date of signing of the licence agreement by the licensee with NRDC, and provide expert assistance to the licensee for implementation of the licensed process/invention/technology.
5. NRDC agrees to give wide publicity to the availability of the processes assigned to it by the 'Institute' for commercial exploitation and also agrees to generate necessary market data/profiles, prefeasibility, feasibility and project reports, (wherever necessary) to promote speedy and effective licensing and commercialisation of the said processes.
6. In consideration of the assignment and provision of the technical information and documentation and technical services as aforesaid by the 'Institute', NRDC agrees to remit to the 'Institute' 70% of the entire fees (and royalties as applicable) received by it from the licensees arising from the said commercial exploitation of the processes of the 'Institute' assigned to NRDC.



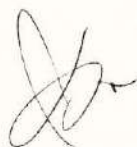
However, if NRDC provides any financial assistance through equity development loan or financial grants, the sharing of the knowhow fees (and royalty) between NRDC and the 'Institute' shall be in the ratio of 60:40.

7. The premia and the royalty agreed upon by NRDC and the licensee and the period of licensing will be finalised by NRDC in consultation with the 'Institute' on case to case basis.
8. In view of the cooperation provided for under this Memorandum of Understanding, NRDC agrees to advise the 'Institute' and render all possible assistance to the 'Institute' in the filing of patent application (both in the country and abroad) on inventions/processes /technologies which the 'Institute' assigns or proposes to assign to NRDC for licensing on the understanding that when the said patents are registered, the 'Institute' would assign those patents to NRDC for commercial exploitation.
9. In case the patents/copyrights are to be taken in any foreign country, the expenses for the same will be shared between NRDC and the 'Institute' in the ratio of 75:25. The countries in which the product or the process is to be patented will be decided through mutual discussions between NRDC and the 'Institute'. All incomes accruing from licensing to industry of such



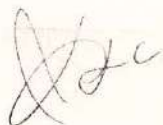
patents/copy-rights, shall be shared between NRDC and the 'Institute' in the ratio of 50:50.

10. NRDC agrees to maintain at its own expense all patents relating to technologies/ inventions assigned to NRDC, whether such patents and associated processes have been licensed by NRDC or not provided both the 'Institute' and NRDC decide that the patents continue to have commercial potential.
11. NRDC agrees, in case of revocation proceedings against a patent assigned to it by the 'Institute' to protect it at its expense the title of the said patent and underlying invention/process/technology.
12. NRDC agrees to take all measures in its control to oppose Indian Patent applications, filed by other parties, which applications may be detrimental to the processes assigned to NRDC by the 'Institute' and the 'Institute' agrees to provide NRDC all assistance in this regard.
13. In the event of any of the aforesaid patents assigned to NRDC being infringed and NRDC initiating or instituting any legal proceedings to prevent such infringement, the 'Institute' agrees, if so required by NRDC, to render all assistance to NRDC. The expenses in this regard will be borne by NRDC.



At

14. In case NRDC does not commercialise the assigned technologies within two years from the date of signing the Memorandum of Understanding with the 'Institute', the parties shall meet and decide on the further course of action.
15. A Progress Review Committee (PRC) shall be constituted consisting of 2 persons each from the 'Institute' and NRDC to review and monitor the progress of the transfer of the technologies under this Memorandum of Understanding. This PRC shall have the responsibility of monitoring the progress of different technologies under this Memorandum of Understanding.
16. The 'Institute' and NRDC will have the option to withdraw from any or all the areas of cooperation covered by this MOU by prior notice of six months and neither party shall be entitled to any compensation for the residual commitments. Such withdrawal shall not affect the rights of the parties to this MOU which have been accrued prior to such withdrawals.
The Institute's share of proceeds in respect of licences granted by NRDC and inforce at the time of withdrawal will continue to be payable after the withdrawal.
17. In the event of any dispute or difference between the parties hereto, such dispute or differences shall be resolved amicably by mutual consultation or through the

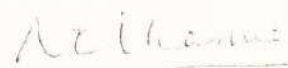


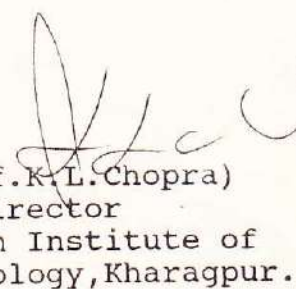
good offices of empowered agencies of the Government. If such resolution is not possible then the unresolved dispute or difference shall be referred to arbitration in terms of the office memorandum No.55/3/1/75-CF dated 19th December, 1975 issued by the Cabinet Secretariat, Department of Cabinet Affairs as modified from time to time. The Arbitration Act, 1940 (10 of 1940) shall not be applicable to the arbitration under this clause and award/decision of the arbitrator shall be final and binding upon parties to the dispute.

18. This Memorandum of Understanding is valid for 3 years from the date of signing but may be extended for further periods by mutual agreement.

19. This Memorandum of Understanding shall become effective on and from the date it is signed by Director, Indian Institute of Technology, Kharagpur on behalf of the 'Institute' and the Managing Director, National Research Development Corporation, New Delhi on behalf of NRDC.

This Memorandum of Understanding is signed this 29th day of May 1995 at New Delhi.


(N.K.Sharma)
Managing Director
National Research Deve-
lopment Corporation
New Delhi.


(Prof.K.L.Chopra)
Director
Indian Institute of
Technology, Kharagpur.

