

SECOND TECHNICAL COLLABORATION AGREEMENT

BETWEEN

THE GEORGE WASHINGTON UNIVERSITY, USA

AND

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR, INDIA

PREAMBLE

Whereas

- (1) Intellectual property (IP) law affects many aspects of life within States, and is increasingly influencing aspects of relations among States;
- (2) 161 States are members of the World Trade Organization, which, among other things, sets forth requirements for protecting IP rights under the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPs);
- (3) The United States and India are WTO members and thus parties to TRIPs;
- (4) The George Washington University is a congressionally-chartered not-for-profit corporation located in the District of Columbia and its law school, the George Washington University Law School (GW Law), is one of the world's leading higher educational institutions in law and has been educating lawyers, government officials, and industry officials around the world in a wide range of subjects, including IP law;
- (5) The Indian Institute of Technology Kharagpur (IIT KGP) located in Kharagpur, West Bengal, India was formed in 1950, formally inaugurated in 1951, and pursuant to the Indian Institute of Technology (Kharagpur) Act in 1956, was designated an Institute of national importance to India given its expertise in the sciences and engineering;
- (6) In 2006, due to the generous support of IIT Kharagpur alumnus Vinod Gupta, IIT KGP, established the Rajiv Gandhi School of Intellectual Property Law (RGSOIPL) to train students as lawyers with a focus on IP law, and the Bar Council of India (BCI) has approved the said course;
- (7) In 2005, RGSOIPL and GW Law entered into a Technical Collaboration Agreement (TCA), which was later amended;
- (8) Under the TCA, as amended, GW Law and RGSOIPL have had exchanges of students, GW Law faculty members have provided lectures in person or via the

internet to RGSOIPL students, GW Law has provided assistance with regard to the RGSOIPL curriculum and the library, GW Law has hosted RGSOIPL faculty and RGSOIPL has hosted GW Law faculty, and GW Law has offered full academic scholarships to its LL.M. program to outstanding RGSOIPL graduates under the Thomas Buergenthal Scholarship Program and the Ben Gupta Endowed Fund for International Legal Education; and

- (9) GW Law and the IIT KGP desire to continue to cooperate in certain respects to further the success of both institutions.

Therefore,

The George Washington University and the Indian Institute of Technology Kharagpur (IIT KGP) (collectively, the "Institutions" or either of them in the singular, the "Institution") enter into this Second Technical Collaboration Agreement (TCA-II) regarding the Rajiv Gandhi School of Intellectual Property Law (RGSOIPL).

A. Duties and Obligations

1. GW Law, at the request of RGSOIPL, shall continue to:
 - a. Provide assistance in terms of developing/improving the RGSOIPL curriculum;
 - b. Provide in-person and internet lectures to RGSOIPL students subject to RGSOIPL's identifying areas/topics to be covered and subject to GW Law having faculty available to provide the lectures. It is anticipated that the courses will cover a variety of legal topics with a likely focus on IP law, corporate law, constitutional law, and international and comparative law. The ability to offer the videoconferencing is subject to the availability of funds to cover any costs associated with videoconferencing; and
 - c. Help identify relevant books/Journals and other scholarly materials for the RGSOIPL library.
2. GW Law and IIT KGP agree to have faculty exchanges in which a Professor from one Institution will visit the other Institution for a mutually agreed limited period. The terms of the faculty exchange will be mutually agreed upon in writing prior to the exchange, and the Institutions will consider supporting the exchange depending on available fund support.
3. GW Law and IIT KGP agree to have exchanges of students for a limited period. The terms of the student exchange will be mutually agreed upon in writing prior to the exchange, and the Institutions will consider supporting the exchange depending on available fund support.
4. Faculty from GW Law, when available, able and willing, may provide guidance to Ph.D. & LL.M. students from RGSOIPL, including the possibility of joint-supervision, if appropriate.

5. At the request of RGSOIPL, GW Law may provide guidance as to the establishment and development of Centers of Excellence at RGSOIPL.
6. The Institutions shall discuss other areas in which they could cooperate, particularly with regard to hosting joint conferences and engaging in collaborative research. Agreements with respect to such assistance may be set forth in future addenda to this Second TCA.
7. IIT KGP shall cover all transportation from Kolkata, India to Kharagpur, India and local accommodation costs and meals, if travel to Kharagpur, India is requested or required, for any assistance that GW Law provides under this Second TCA.
8. IIT KGP and GW Law School shall discuss and later agree in writing how GW Law School is to receive recognition for assistance provided to the RGSOIPL and IIT KGP under this Second TCA.
9. Each year, RGSOIPL will nominate two to three of its outstanding graduates to the LL.M. program of GW Law School and GW Law School will accept the RGSOIPL-nominated students into its LL.M. program unless a student does not otherwise meet the admission standards of the LL.M. program, which is not anticipated. GW Law School makes no promise of any financial aid to the RGSOIPL-nominated candidates although the RGSOIPL-nominated candidates are free to apply for scholarships available to all other LL.M. candidates.
10. GW Law School and IIT KGP will endeavor to establish joint projects.

B. Other Provisions

1. **Effective Date.** This Second TCA shall be effective upon the signature below of authorized representatives of both Institutions.
2. **Execution.** Each Institution shall execute at least one original copy of this Second TCA, which it shall keep for its records.
3. **Amendment.** This Second TCA may be amended in writing at any time upon the mutual agreement of the Institutions.
4. **Termination.** Either Institution may terminate this Second TCA with written notice of termination which notice specifies a date of termination and is delivered to the other Institution at least sixty (60) days before the date of termination.
5. **Indemnification and Limitation of Liability.** Each Institution agrees to indemnify, defend and hold harmless the other Institution against any cost, claim or damage

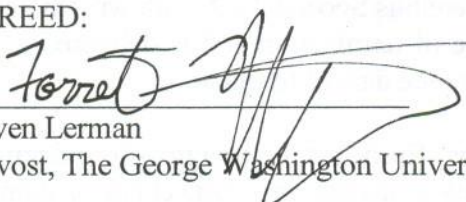
resulting from the negligence or misconduct of the indemnifying party, except to the extent resulting from the negligence or misconduct of the other Institution. The liability of any Institution for any breach of this Second TCA, or arising in any other way out of the subject matter of this Second TCA, will not extend to any incidental or consequential damages or losses including, without limitation, loss of profits or attorney fees.

6. **Agency; Use of Marks.** The Institutions are strictly independent contractors and are not, in any way, employees, partners, joint venturers or agents of the other. Neither shall, in any way, bind the other in any way unless such Institution has received the written consent of the other. Neither Institution will use the registered marks of the other without the prior written consent of the other in each instance.
7. **Notices.** All notices required or permitted under this Second TCA will be in writing and delivered by confirmed facsimile transmission or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below each signature or to such other address as may be specified by either party to the other in accordance with this section. Either party may change its address for notices under this Second TCA by giving written notice to the other party by the means specified in this section.
8. **Force Majeure.** Neither party will be responsible for any failure to delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.
9. **Assignment.** Neither Institution shall assign this Agreement, in whole or in part, without the other Institution's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and void.
10. **Validity.** This agreement is valid for an initial period of five (5) years with effect from the date of signing and may be extended thereafter by mutual consent.
11. **Supercedes.** This Second TCA supercedes the earlier TCA, as amended.

12. *World Education Foundation agrees to pay \$50,000 per year for 5 years.*

For The George Washington University –

AGREED:

Fop 
Steven Lerman
Provost, The George Washington University

Date: 7/16/15

AGREED: Nird Gupta, Chmn World Education Fdn 7/20/15

AGREED:

Blake D. Morant

Date: 7/20/15

Blake Morant

Dean, Law School, The George Washington University

Notice Address:

The George Washington University

2121 I Street, N.W.

Suite 701

Washington, DC 20052

Attention: Louis H. Katz

Executive Vice President and Treasurer

Fax Number: (202) 994-9304

For the Indian Institute of Technology Kharagpur—

AGREED:

Souvik Bhattacharya

Date: 7/20/15

Professor (Dr) Souvik Bhattacharyya

Deputy Director

AGREED:

Siddhartha Mukhopadhyay

Date: July 20, 2015

Professor and Dean (Dr.) Siddhartha Mukhopadhyay

For Rajiv Gandhi School of Intellectual Property Law

Notice Address:

Indian Institute of Technology, Kharagpur

Kharagpur – 721 302, West Bengal, India