

Research Collaboration Agreement

This **Research Collaboration Agreement** (“**RCA**”) is made as of the ____ day of 2024 (“Effective Date”).

BY AND BETWEEN

(**Name of the institute-XYZ**) a statutory body constituted under the Act, functioning at its premises at**Address of the institution.....** represented by the Dean,..... duly authorized by the Director, XYZ hereinafter referred to as ‘**XYZ**’ which expression shall where the context so admits includes its successors in interest and permitted assigns as First Party.

AND

ABCD, a Department or a Ministry or a Limited Company with **CIN**_____ and registered in India, having its registered office at _____ represented by _____(hereinafter referred to as “**ABCD**”) which expression shall where the context so admits includes its successors in interest and permitted assigns as Second Party..

“**XYZ**” and “**ABCD**” will individually be referred to as a ‘Party’ and collectively as ‘Parties’.

RECITALS:

WHEREAS:

1. ABCD is in the business of _____
2. ABCD is interested to collaborate with XYZ for pursuing a research & development project (R&D) in the area of _____.
3. XYZ is a premier academic and research institute established by the Government of India and has the expertise and facilities to carry out R&D studies in the said area.

In consideration of the above recitals and the mutual benefits to derive hereafter, the Parties agreed to enter into an agreement as follows:

1. Scope & Objective

- 1.1. ABCD & XYZ agrees to work on _____ (Problem Statement) _____
_____ Scope of the research will remain limited to finding out _____.
- 1.2. XYZ hereby agrees to carry out the R & D work to find a solution to the given problem statement in a timely manner in accordance with the terms of this RCA ABCD subject to ABCD performing its reciprocal obligations hereunder as specified in the RCA.

2. Obligations & Responsibility of the Parties

A. ABCD:

- 2.1. ABCD will provide instruction, data and materials in a timely manner to support the research.
- 2.2. ABCD shall make all due payments within 15 days of the raising of invoices RCA.
- 2.3. _____
- 2.4. _____

B. XYZ:

- 2.5. XYZ will do the research and development work with full sincerity, honesty and timebound manner

- keeping in mind the core aim of the research.
- 2.6. XYZ will share progress report with the ABCD every six months.
- 2.7. At the end of the project, a final report (“**Deliverables**”) will be presented to ABCD together with a know-how transfer, if applicable.
- 2.8. _____
- 2.9. _____

3. Funding & Payment

- 3.1. The ABCD shall pay to XYZ Rs.. _____ (in words) (“Project Fund”) for the execution of the project as per the milestones agreed in the below table. Applicable tax shall be borne by ABCD and shall be paid in addition to the agreed project fund.
- 3.2. Payments will be made by ABCD within 15 days of raising the invoice.
- 3.3. All payments by ABCD shall be made in the name of The Registrar, XYZ. GST will be added as applicable. XYZ may be exempt for TDS.

Stage	Milestone/ Deliverable	Duration	Funding Amount (Rs.)
1	A	T0+	XXXX
2	B	T0+	XXXX
3	C	T0+	XXXX

4. Ownership of Intellectual Property

- 4.1. Terms used herein within initial capital letters shall have the respective meanings set forth below. The definitions of terms herein shall apply equally to this RCA and any amendment or Annexures added later on.
 - a) “**Intellectual Property**” or “**IP**” shall mean all ideas, inventions (whether patentable or not),trademarks, design, trade secrets, formulas, processes, schematics and other technical reports, specifications, databases, transferable copyright, tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know- how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, composition, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, designs, design processes, any documentation of research, results, testing, schematics, diagrams, product specifications and works of authorship.
 - b) “**Intellectual Property Rights**” shall mean any and all rights in and to the Intellectual Property listed.
 - c) “**Background IP**” shall mean any Intellectual Property exclusively owned by each Party and which is created prior to this RCA.
 - d) “**Foreground IP**” shall mean any and all Intellectual Property, either completed or developed in part, developed by either Party (alone or jointly with the ABCD) during the Project and under the terms of this RCA. For the avoidance of doubt, Foreground IP shall not include Intellectual Property that is developed by either Party outside of the Project and is not related either to the Project or this RCA.
- 4.2. The Parties recognize and acknowledge that the ownership of the background IP belonging to each Party prior to this RCA will exclusively belong to that respective Party.

- 4.3. Any IP developed solely by a Party under the project (“**Sole Foreground IP**”) shall be the sole property of that respective Party.
- 4.4. Any IP generated as a result of the joint efforts of the Parties under the project (“**Joint Foreground IP**”) will be the joint property of XYZ & ABCD. If such discovery is patentable, the patents will be jointly filed by the XYZ & ABCD. The cost of filing IP in India will be equally shared between XYZ and ABCD. ABCD will decide in which all countries it wishes to file IP protection. ABCD will take lead and bear full cost of filing IP in countries outside India. All such IP shall be filed in joint name of XYZ and ABCD. Parties will enter into revenue sharing agreement for commercialization of such joint IP for “all the countries jointly” or “each country separately” at a later date. In case, ABCD decides not to proceed for such patent filing outside India or decides to discontinue the maintenance of such filing in foreign jurisdiction then XYZ shall have the right to take over such patent filing and maintenance at its discretion and XYZ shall be free to license such IP to third parties within/outside the domain of ABCD and share the revenue as mutually agreed with ABCD.
- 4.5. Within, and/or outside ABCD’s Domain of Use, ABCD shall have the Right of First Refusal (ROFR) to opt for **exclusive /non-exclusive** use of Joint Foreground IP by paying mutually agreeable royalty to XYZ. Any revenue received from third party by such commercialization by XYZ/ABCD, shall be shared equally between ABCD and XYZ after recovering filing and marketing cost. In any case, XYZ will continue to have right to do research on such Joint Foreground IP.
- 4.6. ABCD may exercise its ROFR to obtain an exclusive/non-exclusive right (for some countries or worldwide) over the Joint Foreground IP within a period of three (3) months from the date of intimation on the coming into existence of Joint Foreground IP by one Party to ABCD. Once the ROFR is exercised, the Parties will enter into a separate license agreement specifying additional fee and/or royalty.
- 4.7. The costs of filing, renewal, maintenance and prosecution within India of Joint Foreground IP will be borne jointly by XYZ and ABCD unless the exclusive license is obtained by ABCD whereupon all the costs will be exclusively borne by ABCD for the duration of the license. The costs of filing, renewal, maintenance, and prosecution outside India of Joint Foreground IP shall be borne by ABCD.
- 4.8. If the Joint Foreground IP is not put to use by ABCD within 2 years of entering into license agreement, XYZ shall have the right to license it to third party and share the royalty/revenue equally with ABCD.
- 4.9. The Parties shall mutually agree upon filing applications to patent the Joint Foreground IP. If one Party does not agree upon the filing of patents within a period of three (3) months from the date of intimation on the coming into existence of Joint Foreground IP, the ABCD may proceed with the filing of the Patents in the joint names of the Parties and recover the proportionate costs relating to the Patents filing, renewal and maintenance.

5. Confidentiality Obligation

Each Party shall keep confidential and not use for any purpose not contemplated hereunder all proprietary information disclosed by the other Party, directly or indirectly. Any discoveries, inventions or know-how resulting from the project shall be kept confidentially for a period of three (3) years from the date of termination of this RCA, except as authorized in writing by other Party or provided herein.

6. Publication

- 6.1. ABCD recognizes that under its policy, the XYZ shall have the right, at its discretion to release information or to publish any material resulting from the research, provided that such material does not include any ABCD’s Confidential Information and that such publication would not disclose or otherwise jeopardize any potential patent rights, in technology developed hereunder.
- 6.2. XYZ shall furnish ABCD with a copy of any proposed publication, including any student thesis or

dissertation to be made public, that includes information developed under this RCA. Within fifteen (15) days of receipt, ABCD shall notify the XYZ in writing if such proposed publication includes ABCD Confidential Information or is related to any potential patent rights. If no communication is received within such time, it shall be deemed as approved for publication. ABCD may request the XYZ to delay publishing such proposed publication for a maximum of twenty-one (21) from its receipt of the proposed publication in order to protect the potential patentability of any invention described therein.

- 6.3. ABCD will be given full credit and acknowledgment for any support provided to the XYZ in any publication resulting from this RCA, unless requested otherwise by ABCD.

7. Duration of RCA and Termination

- 7.1. This RCA shall commence on the Effective Date mentioned on the first page of the RCA and shall run for the project period of ____ Years.
- 7.2. This RCA may be terminated if both Parties agree for premature termination and the project accounts are settled. However, the confidentiality obligations, provisions of IP rights, dispute resolution shall survive the term and termination of this agreement.
- 7.3. ABCD can terminate all or any part of this RCA at any time and for any reason by giving written notice to XYZ, such termination to be effective thirty (30) days after the date of such notice. ABCD will pay to XYZ to the extent of work performed till date of termination, expenses already incurred by XYZ or firm order is placed by XYZ.
- 7.4. XYZ may terminate all or any part of this RCA at any time and for any reason by giving written notice to ABCD, such termination to be effective thirty (30) days after the date of such notice and ABCD will pay to XYZ to the extent of work performed till date of termination.

8. Miscellaneous Provisions:

- 8.1. **Notices:** Notices or other communications required to be given in implementing the RCA shall be in writing and may be delivered personally or sent by registered mail. The dates on which notices shall be deemed to have been effectively given shall be determined as effective date on the delivery.
- 8.2. **Force Majeure:** Any delay or failure in performance by either Party to this agreement, shall not constitute default hereunder to give rise to any claims for damages against said Party, if any, to the extent caused by matters beyond the control of said Party including but not limited to acts of God, Fire, Flood, Earth Quake, Pandemics, Epidemics, Government Restrictions, Strikes, Lock outs or other concerted acts of workmen, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, civil commotion and criminal acts of third persons. If the work is delayed by such force majeure, then upon the happening of such delay, either Party within 14 days of the happening of such event, shall give notice in writing to the other Party requesting for extension of time indicating the period for which extension is desired and the Parties may arrive at a reasonable extension of time.
- 8.3. **Name, Logo Trademark:** The parties shall not use the name or trademark of the other party to this Agreement without their prior written consent.
- 8.4. **Assignment:** This Agreement shall not be assignable by either party without the express written consent of the other party.
- 8.5. **Entire Agreement:** Each party accepts the terms and conditions set out in this Agreement as above by signing below. This constitutes the entire agreement that supersedes all previous proposals, oral or written, and all other communication or understanding between the parties relating to the subject matter of this Agreement. Any modification or amendment is valid only if it is agreed in writing by both the Parties.

8.6. **Governing laws and Dispute Resolution:** This RCA shall be governed by laws of India. Any dispute relating to this Agreement which could not be amicably settled between the Parties within 45 days (whether or not by help of head of the institution/organization or their respective nominees), shall be referred to a single arbitrator under The Arbitration and Conciliation Act 1996 and the amendments thereof. The place of arbitration shall be Chennai, India and the Language of Arbitration shall be English. The Parties agree to submit to the laws of India and exclusive jurisdiction of the Courts of Chennai, India.

8.7. **Disclaimer:** XYZ’s report will be based on the information provided by ABCD. ABCD shall assure that information provided by it is complete and accurate. XYZ will put its best endeavor to generate best possible research output. Whatever Research results are obtained will be provided to ABCD “As -is-Basis” without any warranty or Guarantee attached to it. The onus of use of research results is the decision of ABCD. ABCD is always free to do due diligence and satisfy itself before use of research results. ABCD always have the liberty to raise question on the results but once accepted the results XYZ shall not be held liable in any manner whatsoever.

In case of Consultancy neither ABCD itself nor its employees shall disclose the same to any third party without the written consent of XYZ. XYZ never claims that its report is the only findings to be relied upon. Decisions taken based on the report shall always be construed as decisions of ABCD and XYZ shall not be held responsible or liable in any manner whatsoever.

In case of structural design or any other design vetting, scope of XYZ is limited to confirmation of proposed design or minor improvements. The suggestions given by the XYZ are based on information provided by ABCD. It is ABCD’s responsibility to get correct soil test report. The execution and consequence of construction is always out of the scope of XYZ and XYZ shall not be held responsible or liable in any manner whatsoever.

In case of certification, scope of XYZ is limited to confirmation of submitted report and XYZ shall not be held responsible or liable in any manner whatsoever.

8.8. **Indemnity:** Neither Party shall give derogatory/defamatory statement against the other Party in public. On happening of such event, the responsible Party will indemnify the other Party against all direct, indirect and consequential losses.

8.9. **Limitation of Liability:** Gross total Liability of XYZ under this agreement under any circumstance shall not exceed

In Witness thereof the **Parties** have executed the RCA on Effective Date as mentioned in first page.

<p>XYZ</p> <p>Signature: Name: Prof. Title: Dean,</p>	<p>ABCD Ltd.</p> <p>Signature: Name: Title:</p>
<p>Confirming Party</p> <p>Signature: Name: Title: PI from XYZ</p>	<p>Witness</p> <p>Signature: Name: Title:</p>

