**General / Tripartite Agreement Between IGSTC, Institute & Industry**

THIS Agreement made and entered into on this       day of       two thousand       between Indo-German Science & Technology Centre (IGSTC), a Society registered under Societies Registration Act (XXI of 1860) supported by Government of India (DST) and Government of Germany (BMBF) having its office at ARCI Building, Plot No. 102, Sector 44, Gurgaon – 122003, hereinafter referred to as IGSTC (which expression shall wherever the context so admits include its successors and permitted assigns) of the **first part.**

AND

M/S , a company incorporated under the Indian Companies Act 1956 having its registered/corporate office at hereinafter referred to as“, (which expression shall wherever the context so admits include its successors, receivers, administrators permitted assigns and associated companies) of the **second part**.

AND

 an autonomous research institute of       / an University / a Trust / Society registered under      , having its registered office at  hereinafter referred to as      ”(which expression shall wherever the context so admits include its successors, receivers, administrators permitted assigns and associated companies) of the **third part**

WHEREAS all the parts are hereinafter referred to as “**Parties**”;

WHEREAS IGSTC operates an Indo-German R&D partnership programme of industrial relevance on PPP mode involving academic institute and industry from both the countries, hereinafter referred to as “IGSTC 2+2 R&D partnership programme” for path-breaking research and development of appropriate technologies in the field of science & technology;

AND WHEREAS “the Company and the Institute” have conceived a project entitled “”alongwith German partners**(**and **)** and submitted a proposal with amendments (hereinafter called “theProject”) - for assistance under “IGSTC 2+2” as per **Annexure 1**;

The Governing Body of IGSTC has approved the Project and have agreed to provide financial support to the respective sides.

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

**Scope of the Agreement**

1. **Duration of the project –**

three years from the date of release of funding plus extended period. If any granted by IGSTC in special cases.

1. **Financial Arrangements**

The financial arrangements under this Agreement are as here under

1. The second part, the Indian industrial partner of the project M/s.       has projected their share of the project cost as ₹  , out of which M/s       commits contribution upto ₹      , i.e      % of their share.
2. Thefinancial assistance of IGSTC is  lakhs (Rupees      ) as grant to “the company” as Indian private industrial partner to the project. The contribution by “the Company” as project partner is ₹      lakhs (Rupees      )
3. The financial assistance of IGSTC is ₹      (Rupees      ) as grant-in-aid to “the Institute” as Indian institutional partner (the third part) to the project.
4. The detailed year-wise and head-wise breakup of the financialassistance by IGSTC to “the institute” and to “the company as industrial partner” including agreed contribution by the Company is given in **Annexure 2**. IGSTC shall release (wherever applicable) the first instalment (Year 1 funding) after signing of the Agreement and subject to the fulfillment of the terms and conditions for such release. Further annual release of funds shall be subject to satisfactory progress against the objectives, outputs, milestones and targets specified in the Project as determined by IGSTC and on submission of statement of accounts/ audited statement of accounts and utilization certificates including progress report.
5. The grantee/s shall ensure that the IGSTC funds of the Project are actually utilized only for the Project and as expressly provided in this Agreement. Re-appropriation of funds from one budget head to another shall not be effected without the specific written approval of IGSTC;
6. The grantee/s shall refund immediately any funds out of grant-in-aid disbursed to it respectively for the Project remaining unutilized with it on completion of the Project to IGSTC along with detailed accounts of funds received, utilized and unutilized balance returned;
7. The capital assets (such as equipments, demonstration unit, etc) acquired for the Project through IGSTC’s grant-in-aid, shall remain the property of IGSTC, till full and final settlement of all dues to the satisfaction of IGSTC and they shall not be mortgaged (or) disposed of without the specific prior written permission of IGSTC till such settlement. Adequate care to maintain such assets at its own cost should be taken; and
8. The provision of grant-in-aid by IGSTC does not create any liability, explicit or implicit, on IGSTC in respect of the manpower engaged in the Project by the institutional partner or industrial partner.
9. In case of unilateral decision by any partner to abandon the project or for breach of any of the terms and conditions, the entire amount released by IGSTC with interest to be paid back.
10. **Responsibilities of the Parties**

 The respective responsibilities of IGSTC, institutional partners and the participating industrial

 partner shall be as follows:

3.1 Responsibilities of M/s.      , the industrial partner will be to:

1. Undertake activities as outlined in the project document and / or assigned Monitoring Committee in conformance with the deliverables/outputs, milestones & targets;
2. Meet the expenditure for the project activities to the extent as agreed to, through its own resources, as per details in **Annexure 2**
3. Maintain a separate bank account (of IGSTC Funds) operated by authorized persons of the company under the control of the principal investigator of the project;
4. Submit annual statement of accounts and utilization certificate of the IGSTC funds of the project to IGSTC for the 6 monthly period ending 31st March and 30th September by 31st May and 30th November of the year respectively;
5. Submit annual progress report to IGSTC as per the project deliverables and participate in the review meeting organized by IGSTC to monitor the progress of the project, as and when called for
6. Provide periodic inputs on technical and market intelligence as well as comparative analysis of technologies to the Monitoring Committee through IGSTC;
7. Obtain all necessary requisite approvals, clearance certificates, permission and licenses from the Government/local authorities for conducting its activities/operations in connection with the project.
8. Cooperate with the Monitoring Committee by providing it the requisite information and if requested, to the premises where the project activity is being carried out;
9. Assist wherever necessary, the Monitoring Committee with requisite technical inputs / facilities to help accomplish the objectives of the project;
10. Abide by the decision of the Monitoring Committee / IGSTC on the assessment of the progress in the project and the modification in the objectives, outputs, milestones, targets, funding, as also the foreclosure of any activity or subproject;
11. Acknowledge the assistance of IGSTC while publishing or presenting in any manner the details of the Project, its progress or its success along with the “Disclaimer” that reference therein to any specific commercial product, process, views or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or assuming liability of any sort by the IGSTC
12. Notify IGSTC of any material change in its incorporation status, project coordinator, project participants or any such change that would impact on performance of its obligations under the project and this Agreement.
13. In case of reorganization of industrial partner through merger, acquisition, termination, closure etc, the industrial partner undertakes to settle the IGSTC’s fund, even prior to initiating such measures.

 3.2 Responsibilities of participating institution

1. Undertake the scientific and technological activities of the project as outlined in the project document and conform to the outputs, milestones & targets;
2. Maintain a separate account operated by a designated and authorized Accounts Officer of the institute under the control of the principal investigator of the project;
3. Submit a statement of accounts and utilization certificate of the funds of the project to IGSTC for the period ending 31st March by 31st May of the year.
4. Submit annual progress report to IGSTC as per the project deliverables and participate in the review meeting organized by IGSTC to monitor the progress of the project, as and when called for
5. Permit the Monitoring Committee, appointed by IGSTC access to the premises where this part of the project activity is being carried out and provide all the information required by the Committee;
6. Abide by the decision of the Monitoring Committee based on assessment of the progress in the project to modify the objectives, outputs, milestones, targets, funding as also the foreclosure of any activity or subproject;
7. Considering that the project is made of interlinked and interdependent activities, each institution shall endeavor, as a special case wherever necessary, to simplify the system for deploying the requisite project fellows and in procuring the requisite consumables and equipment;
8. Accord due recognition and credit to the project staff for the work done in / for the project in their performance evaluation / assessments;
9. Obtain all necessary requisite approvals, clearance certificates, permission and licenses from the Government/local authorities for conducting its activities/operations in connection with the project and
10. Acknowledge the assistance of IGSTC while publishing or presenting in any manner the details of the Project, its progress or its success along with the “Disclaimer” that reference therein to any specific commercial product, process, views or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or assuming liability of any sort by the IGSTC

 3.3 Responsibilities of IGSTC

1. Provide financial support for the project as outlined in the **Annexure-1**;
2. Facilitate, coordinate, monitor the activities of the projects for smooth functioning

 of the project etc;

1. Facilitate and ensure the holding of Monitoring Committee meetings to monitor

the project;

1. Take necessary steps to implement the decisions of the Monitoring Committee

including extension / curtailing / modification of outputs, milestones & targets and

 funding; and

1. Appraise the progress of the project to the Governing Body of IGSTC from time to

time.

1. **Financial Conditionalities**

4.1 The financial support is in the form of grant to Indian industrial partner M/s       and as

 grant-in-aid to the Indian institutional partner       in public domain. The detailed year-

 wise and head-wise break up of financial support to individual institution as well as

 industrial partner is shown in the **Annexure-1**. The first year support to each of the partners

 shall be released by IGSTC after signing of the Agreement.

 4.2 The participating industry shall ensure that the IGSTC funds of the project are utilized only

 for the project as per this Agreement. Without the approval of IGSTC, the partners will not

 effect re-appropriation of funds from one budget head to other.

 4.3 The industry partner shall immediately refund to IGSTC any funds released by IGSTC

 remaining with it unutilized on foreclosure or completion of the project.

4.4 IGSTC shall retain the right to transfer the capital assets acquired (with IGSTC funds) during

 the tenure of the project or after completion of the project.

4.5 The provision of the grant to the industry does not create any liability explicit / implicit on

 IGSTC of the manpower engaged by the industry for the project.

1. **Monitoring Committee**

A Monitoring Committee shall monitor the project for achieving the defined objectives in the time and costs projected. The terms of reference to the Monitoring Committee are:

1. To review and examine the progress of the project in conformance with the deliverables/milestones, targets and objectives set as contained in the agreement;
2. To assess the global developments impacting the domain of the project;
3. Based on the foregoing to assess and recommend for:
4. foreclosing or dropping or modification in the components of the project, within the overall approved objectives, budget and timeframe;
5. including additional institutional / industrial partners, in the overall interest of the project; and
6. revising the funding support to any / or all implementing parties;
7. To advise on issues related to publications and securing of IPR individually or

 severally by the implementing parties; and

1. Any other matter as referred to by Director, IGSTC
2. **Results of the Project**

6.1 The deliverables from the project are defined and included in the project document as

 **Annexure 1.**

6.2 It is the responsibility of the institutional (third part) and industrial partner (second part) to

 protect any intellectual property rights that may result from the project in consultation with

 other project partners as per the agreed terms.

6.3 Existing IP (background IP) of the project partners will remain with the respective owners.

 Ownership of the IP generated in this project would be shared amongst the project partners

 as per the mutually agreed terms and conditions.

6.4 Any publication in journals, presentation in seminars in respect of the project is permitted only

 in consultation and concurrence with all partners. Such publication should acknowledge the

 support extended by IGSTC.

6.5 Both parties shall have right to commercially exploit / conduct further research work on the

 intellectual property in the project so developed. IGSTC may be kept informed about the

 commercialization and IP developed.

1. **Completion**

 The project envisaged shall be deemed to have been successfully completed, as assessed

 by Monitoring Committee. In case, during the tenure of the project, it is found that the project

 or any project component is not likely to lead to successful completion, the Monitoring

 Committee may decide to foreclose the project or the project component as warranted. The

 decision of the Monitoring Committee is fully binding on all the participants.

1. **Confidentiality**

8.1 During the tenure of the Agreement and for five years thereafter, all the parties undertake

 on their behalf and on behalf of their employees / representatives / associates involved in the

 project to maintain a strict confidentiality and refrain from disclosure thereof, of all or any part

 of the information and data exchanged / generated from the project under this Agreement for

 any purpose other than in accordance with this Agreement.

8.2 The parties shall not have any obligation of confidentiality with respect to any

 information that;

1. is in the public domain by use and / or publication at the time of its receipt from the disclosing party; or
2. was already in its possession prior to receipt from the disclosing party; or
3. is properly obtained by the recipient from the third party with a valid right to disclose such information and such third party is not under confidentiality obligation to the disclosing party;
4. is required by public authority by law or decree.

 Any and all information received by either party from the other upon request shall be promptly

 returned, however, the parties involved in the project may retain one copy of such information

 in their confidential files, solely for record purposes.

1. **Effective date, tenure and termination of the Agreement**

9.1 The Agreement shall be effective from the date of signing and be valid for a period of 15 years

 thereafter.

9.2 The original agreement duly signed by the all the Parties shall remain in the custody of IGSTC

 and a copy of the agreement duly authenticated by IGSTC shall be provided to each of the

 Parties.

9.3 During the tenure of the Agreement, Parties hereto can terminate their part of the Agreement

 either for breach of any of the terms and conditions of the Agreement or otherwise by giving

 a three months notice in writing.

9.4 In case the Industrial Partner decides to abandon the project or for breach of any of the terms

 and conditions, the entire amount of the grant disbursed shall be open to IGSTC to effect the

 recovery, in any manner it thinks fit, from the Party.

9.5 In the event of termination of the Agreement vide CL 9.3, the rights and obligations of the

 parties thereto shall be settled by mutual discussions.

1. **Force Majeure**

 No Parties shall be held responsible for non-fulfillment of their respective obligations under

 this Agreement due to the exigency of one or more of the force majeure events such as but

 not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of

 the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots,

 Civil Commotions etc. provided on the occurrence and cessation of any such event the party

 affected thereby shall give a notice in writing to the other party/ies within one month of such

 occurrence or cessation. If the force majeure conditions continue beyond six months, the

 Parties shall jointly decide about the future course of action.

1. **Amendments to the Agreement**

 No Amendment or modification of this Agreement shall be valid unless the same is made in

 writing by all the Parties or their authorized representatives and specifically stating the same

 to be an amendment of this Agreement. The modifications / changes shall be effective from

 the date on which they are made / executed unless otherwise agreed to.

1. **Assignment of the Agreement**

The rights or / and liabilities arising to any Party to this Agreement shall not be assigned except with the written consent of the other Parties and subject to such terms and conditions as may be agreed upon between the involved Parties.

1. **Notices & Jurisdiction**

All notices and other communications required to be served or the Party under the terms of this Agreement shall be considered to be duly served if the same shall have been delivered by hand or posted by registered mail to the Party at its last known address of business. Similarly, any notice to be given to IGSTC shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the IGSTC at its office at Gurgaon

The Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement including any matter arising out of the arbitration proceedings or any award made therein.

1. **Arbitration**

14.1 The parties to this agreement hereby agree that they intent to discharge their obligation in

 utmost good faith. The parties therefore agree that they will at all time, act in good faith, and

 make all attempts to resolve all differences howsoever arising out of or in connection with

 this agreement by discussion and failing which, by, arbitration.

14.2 The parties agree that the discussion shall be held in the spirit of resolution of the issues that

 have arisen between them with the intention of resolving the issues amicably at the earliest.

 If the parties are not satisfied with the outcome of the discussion within 60 days from the

 receipt of the response, it shall resort to arbitration.

14.3 The parties shall be bound to submit all dispute and differences howsoever arising out of or

 in connection with this Agreement to arbitrator nominated by the Co- chairperson (Indian

 side) IGSTC. The Parties agree that until the arbitration proceedings are completed, they

 shall not take their disputes to court of law. The arbitration shall be conducted in accordance

 with the provision of the Indian Arbitration and Conciliation Act, 1996 and the place of

 arbitration shall be New Delhi. The language to be used in the arbitration proceedings shall

 be English.

 **SEAL of the parties**

In witness whereof the parties hereto have signed the Agreement on the day, month and

 year mentioned hereinbefore

 **Parties**

|  |  |
| --- | --- |
| **For & on behalf of IGSTC (First Part)**SignatureNameDesignationSealWitness 1Witness 2 | **For & on behalf of M/s** **(second Part)** duly authorized videResolution No       dated       ofthe Board of Directors**Signature****Name****Designation****Seal****Witness 1****Witness 2** |

|  |
| --- |
| **For & on behalf of** **(Third Part)****duly authorized by the Head of Institute****Signature****Name****Designation****Seal****Witness 1****Witness 2** |

**Annexure 1**

**THE PROJECT**

**Main Deliverables**

**1.**

**2.**

**3.**

**4.**

**5.**

**6.**

**7.**

**8.**

**9.**

**10.**

**Annexure 2**

**FINANCIAL ALLOCATION**

**The industry partner - 01**

 (₹. in Lac)

|  |  |  |  |
| --- | --- | --- | --- |
| **Head of expenditure** | **Allocation** | **Total** | **Contribution requested from IGSTC** |
| **1st Year** | **2nd Year** | **3rd Year** |
| Manpower |  |  |  |  |  |
| Equipment/accessories/Comp uting facility |  |  |  |  |  |
| Consumables/Materials |  |  |  |  |  |
| Travel & Hospitality |  |  |  |  |  |
| Networking Events (workshop/meetings) |  |  |  |  |  |
| Outsourcing/subcontract |  |  |  |  |  |
| Contingency/overhead |  |  |  |  |  |
| **Total** |  |  |  |  |  |
|  |

**The institutional partner - 01**

 (₹. in Lac)

|  |  |  |
| --- | --- | --- |
| **Head of expenditure** | **Allocation** | **Total from IGSTC** |
| **1st Year** | **2nd Year** | **3rd Year** |
| Manpower |  |  |  |  |
| Equipment/accessories/Comp uting facility |  |  |  |  |
| Consumables/Materials |  |  |  |  |
| Travel & Hospitality |  |  |  |  |
| Networking Events (workshop/meetings) |  |  |  |  |
| Outsourcing/subcontract |  |  |  |  |
| Contingency/overhead |  |  |  |  |
| Overhead Expenses |  |  |  |  |
| **Total** |  |  |  |  |
|  |

**The industry partner - 02**

 (₹. in Lac)

|  |  |  |  |
| --- | --- | --- | --- |
| **Head of expenditure** | **Allocation** | **Total** | **Contribution requested from IGSTC**  |
| **1st Year** | **2nd Year** | **3rd Year** |
| Manpower |  |  |  |  |  |
| Equipment/accessories/Comp uting facility |  |  |  |  |  |
| Consumables/Materials |  |  |  |  |  |
| Travel & Hospitality |  |  |  |  |  |
| Networking Events (workshop/meetings) |  |  |  |  |  |
| Outsourcing/subcontract |  |  |  |  |  |
| Contingency/overhead |  |  |  |  |  |
| **Total** |  |  |  |  |  |
|  |

**The institutional partner - 02**

 (₹. in Lac)

|  |  |  |
| --- | --- | --- |
| **Head of expenditure** | **Allocation** | **Total from IGSTC** |
| **1st Year** | **2nd Year** | **3rd Year** |
| Manpower |  |  |  |  |
| Equipment/accessories/Comp uting facility |  |  |  |  |
| Consumables/Materials |  |  |  |  |
| Travel & Hospitality |  |  |  |  |
| Networking Events (workshop/meetings) |  |  |  |  |
| Outsourcing/subcontract |  |  |  |  |
| Contingency/overhead |  |  |  |  |
| Overhead Expenses |  |  |  |  |
| **Total** |  |  |  |  |
|  |