



NATIONAL INSTITUTE OF TECHNICAL TEACHERS TRAINING AND RESEARCH

**Deemed to be University under Distinct Category
(Ministry of Education, Government of India)
Sector 26, Chandigarh**

Advertisement for Empanelment of Consultant(s)

NITTTR Chandigarh (Deemed to be University, Distinct Category) invites registered Indian Patent Agent(s)/ IP Firm(s) or Organization(s) /IP Facilitator(s) /Patent Attorney(s) for empanelment as Consultant(s)/ Patent Attorney(s) to support IP filing of its faculty, researchers, innovators, students and startups. Interested parties that provide IP filing and allied services should submit the application form in person/by post as per details mentioned at <https://www.nitttrchd.ac.in> (under Latest News) on or before 21.07.2025 by 05:00 PM.

Dean (Administration & Finance)

Consultant [registered Indian patent agent / IP firm or organization / IP facilitator] / Patent attorney

Application Form for Empanelment

1. Name of the Consultant [registered Indian patent agent / IP firm or organization / IP facilitator] / Patent attorney:
2. Registered address:
3. Registration details:
4. PAN of the Registered Indian patent agent / IP firm or organization / IP facilitator / Patent attorney:
5. Details of the Experience/Practice/Achievements:
6. Details of manpower structure and their expertise:
7. Details of the Lead Patent Agent:
8. Whether Lead Patent Agent has degree in Science / Engineering (Yes/No):
9. Please specify the name of degree:
10. Details of Penalty imposed, if any:
11. Details of Consultant's [registered Indian patent agent's / IP firm's or organization's / IP facilitator's] / Patent attorney's policy on confidentiality and conflict of interest:

Documentary proof(s) to be attached in support of the credentials mentioned.

Date:

Place:

Signature

EMPANELMENT ACCEPTANCE LETTER

(To be given on Letter Head)

Letter No.

Date:

To,

Director

NITTTR, Sector 26

Chandigarh-160019

**Sub: Acceptance of Terms, Conditions, Clauses for empanelment as Consultant
[registered Indian patent agent / IP firm or organization / IP facilitator] / Patent
attorney with NITTTR Chandigarh**

Dear Sir,

I / We have read terms, conditions, clauses stated in all the pages of Annexure - A for empanelment, Charges for Indian IP Applications [Patents, Design, Copyrights] (Annexure - B), and NDA (Annexure - C) which form part of the contract agreement and I / we shall abide hereby by the terms, conditions, clauses contained therein. Also, I / We are not under suspension at present / blacklisted by any PSU / Government Department / Financial Organization / Court.

Yours Faithfully,

Signature of Individual (in case registered Indian patent agent / Patent attorney) /
Competent authority (Proprietor/Contractor/Partner etc. in case of IP firm or organization / IP facilitator)
with Official seal

(To be furnished on non-judicial stamp paper of Rs. 100/- duly
attested by a Magistrate/Notary Public)

AFFIDAVIT

I/We (Name) _____ Individual / Proprietor /
Contractor / Partner / any other, please specify
(strikeout which is not applicable in case of IP firm or organization / IP
facilitator) of _____
(name of IP firm or organization / IP facilitator in case of IP firm or
organization / IP facilitator) do hereby solemnly affirm and declare that the
individual / IP firm or organization / IP facilitator are not black-listed,
debarred or suspended by any Central / State Government / Public Sector
Undertaking, Govt. of India / Supreme Court / High Court or any lower
court of India within the last three (03) immediately-preceding years and
also have not faced litigation that may have an impact on the delivery of
services.

DATE, THE day of 2024

DEPONENT

ADDRESS _____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of
my/our knowledge and belief. No part of it is false and nothing has been
kept concealed there from.

DATE, THE day of 2024

DEPONENT

Annexure – A:
General Rules and Regulations for Empanelment

- Services to be provided by Consultant(s) [registered Indian patent agent(s) / IP firm(s) or organization(s) / IP facilitator(s)] / Patent attorney(s)
 - Providing general advisory on different aspects of intellectual property (IP) protection to beneficiaries on a pro bono basis.
 - Providing information on protecting and promoting intellectual property (IP) protection to beneficiaries in other countries on a pro bono basis.
 - Assisting in prior art searching, drafting, filing and prosecution of the various intellectual property (IP) applications at the Indian and other IP offices.
 - Carrying out a prior art search on beneficiaries' inventions.
 - Drafting provisional and complete patent specifications for inventions of beneficiaries.
 - Preparing and filing responses to examination reports and other queries, notices or letters by the IP office, appearing on behalf of beneficiaries at hearings, as may be scheduled, contesting opposition, if any, by other parties, and ensuring final disposal of the IPR application.
 - Appointing a common single point contact with NITTTR Chandigarh and beneficiaries to conduct a smooth IP filing process.
- Process for empanelment
 - Fill out the Application Form for the Empanelment as Consultant [registered Indian patent agent / IP firm or organization / IP facilitator] / Patent attorney with NITTTR, Chandigarh, available on the Institute website.
 - Print the application form and submit the duly signed and complete in all respects hard copy of the required documents to the Institute address (Director, NITTTR, Sector 26, Chandigarh-160019) along with the Following Enclosures:
 - Duly signed Empanelment Acceptance letter
 - Duly complete Affidavit as per the format
 - Duly signed acceptance for **Annexure – A** {General Rules and Regulations for Empanelment} by Consultant [registered Indian patent agent / IP firm or organization / IP facilitator] / Patent attorney
 - Duly signed acceptance for **Annexure – B** {Charges for Indian IP Applications [Patents, Design, Copyrights]}
 - Duly signed acceptance for **Annexure – C** {NDA between NITTTR Chandigarh and Consultant [registered Indian patent agent / IP firm or organization / IP facilitator] / Patent attorney} - 2 copies (to be signed on each page)
 - Submit the duly signed summary of all Intellectual Property (IP) applications filed with their current status on your letterhead. (Summary should consist of at least IP Application Number, Date of Filing, Current Status)

The following documents of individuals (self attested) OR Nominated Lead Patent Agent of the Firm or Organization / Facilitator (duly verified by firm or organization / facilitator) are to be submitted along with the documents mentioned above

- Patent Agent Certificate and its Validity
- Degree Certificates
- Residence Proof
- Valid ID Card (Passport/Aadhar Card)
- Cancelled Cheque/Bank account details
- PAN Card
- Law Firm Incorporation certificate (if applicable)

- ✚ Application and Documents will be verified by NITTTR Chandigarh.
- ✚ Empanelment confirmation letter will be shared by NITTTR Chandigarh.

➤ **Empanelment Period:**

- The empanelment shall be valid initially for 05 Years or as specified by the Governing Body.
- Renewal or extension of empanelment is subject to review and compliance with the prevailing guidelines.

➤ **Time duration for IPR filing**

- Consultant [registered Indian patent agent / IP firm or organization / IP facilitator] / Patent attorney should immediately start the process of IP filing after allocation. The Consultant / Patent attorney must interact with the innovator/s regarding all required documents. The filing process should be completed within two months from the allocation date or at the earliest.

➤ **IPR Support Emolument Structure (to be provided in steps as per Institute policy)**

Type of IPR	Support Provisioned (Up to)
Copyrights	INR 1,000/-
Design registration	INR 10,000/-
Indian Patent: product / process	INR 50,000/-

Annexure – B:
Charges for Indian IP Applications [Patents, Design, Copyrights]

B.1: Charges pertaining to Application for Grant of Patent

S.No.	Particulars	Government Fees* (INR)	Professional Fees (INR)
1.	Patentability Search	0	2000
2.	Provisional Drafting	0	16,500
3.	Complete Specifications/Drafting	0	
4.	Patent Application Filling	1600 (upto total 30 pages and 10 claims)	
5.	Power of Attorney (Form-26)	100 (stamp paper)	
6.	Power of Rights (Form-30)	0	
7.	Form-3	0	
8.	Form-5	0	
9.	Early Publication (Form-9)	2500	
10.	Examination Form (Form-18)	5600	
11.	Expedite Examination (Form-18A)	4000	
12.	Name of Inventors on Patent Certificate (Form-8)	0	7000 (including all office action response)
13.	First Examination Report Reply	0	
14.	At disposal of application	0	
15.	Grant Renewal (3 rd -6 th years)	800X4=3200	0
		17,000	33,000
Total		50,000	

* The Fees are subject to amendment(s) as per as per Govt. of India rule(s) / notification(s) from time to time.

B.2: Charges pertaining to Application for Registration of Design

S.No.	Particulars	Government Fees* (INR)	Professional Fees (INR)
1.	Design Search	0	900
2.	Drafting and Application Filling	4000	2500
3.	Power of Attorney (Form-21)	100 (stamp paper)	0
4.	At disposal of application	0	2500
		4,100	5,900
Total		10,000	

B.3: Charges pertaining to Application for Registration of Copyright

S.No.	Patent	Government Fees* (INR)	Professional Fees (INR)
1.	For copyright, maximum support is	Rs. 500/- per work	500
		500/-	500/-
Total		1000/-	

* The Fees are subject to amendment(s) as per as per Govt. of India rule(s) / notification(s) from time to time.

Note:- For partial payment, the verification will be done by Chairperson, Innovation, Startups and IPRs Committee of NITTTR Chandigarh on the recommendation of respective HoD (Head of Department).

Annexure – C:**Non-Disclosure Agreement (NDA) Between Consultant [registered Indian patent agent / IP firm or organization / IP facilitator] / Patent attorney and NITTTR, Chandigarh**

This Confidentiality and **Non-Disclosure Agreement** is made on _____
BETWEEN

1. **NITTTR, Chandigarh**, (hereinafter referred to the "**Disclosing Party**"), having its place of operations at NITTTR, Sector 26, Chandigarh-160019.

AND

2. Name of Patent Agent/Service Provider

_____ Patent Agent Number
 _____ (hereinafter referred to the "**Receiving Party**"), having its place of operations at _____

[Ph. No - _____, Email- _____].

WHEREAS,

- a. Disclosing Party hiring you as independent contractor, and other good and valuable consideration, the sufficiency and receipt of which you hereby acknowledge.
- b. Disclosing Party has taken several initiatives in the field of Intellectual Property Rights to nurture a culture of innovation amongst all stakeholder.
- c. Disclosing Party desires to appoint Receiving Party for providing Intellectual Property Services (Like advice on, file and prosecute on behalf of the Disclosing Party, patent, copyright, and design registration applications) to the Disclosing Party.
- d. Receiving Party provides services like patent search, patent analysis, patent landscapes, patentability searches, patent drafting, patent filing, patent watch, conduct searches for freedom to operate in particular line of business/product, patent invalidity searches with specialized domain knowledge in patent searching and analytics, copyright, design registration services, R&D and business consulting services, engineering services hereinafter referred to as "Intellectual Property Services". The Receiving Party has knowledge and expertise in the Intellectual Property Services and is currently engaged in providing such services to several organizations, individuals, and business entities.
- e. Receiving Party understands that for the purposes of attaining the Services, the Disclosing Party will disclose information (including, without limitation, know-how, formulas, processes, ideas, inventions (whether patentable or not), product development plans, forecasts, strategies, and information), which to the extent subsequently disclosed to the Receiving Party is hereinafter referred to as "Confidential Information" of the Disclosing Party.

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to business programs, products, applications, systems,

components, technologies, and business topics (the "**Invention**") which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

A. TERMS & DEFINITIONS:

a. "**Invention**" shall mean all information relating to business programs, products, applications, systems, components, technologies, and business topics.

b. "**Confidential Information**" shall mean all information provided by Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this Agreement. Confidential Information shall not include any of the following:

1. Such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
2. Such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
3. Such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.

c. "**Disclosing Party**" shall mean the party disclosing information to the other relating to the Invention.

d. "**Receiving Party**" shall mean the party receiving information from the other relating to the Invention.

B. USE OF CONFIDENTIAL INFORMATION:

The Receiving Party agrees to:

1. Receiving Party shall keep all Confidential Information strictly confidential by using a reasonable degree of care and shall avoid the disclosures and unauthorized use of the Confidential Information.
2. Examine the Confidential Information at its own expense.
3. Not make any copies of Confidential Information or any part thereof without the express written consent of Disclosing Party.
4. Not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Disclosing Party.
5. Limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who has a need to know and an obligation to protect it.
6. Not use or utilize the Confidential Information without the express written consent of Disclosing Party.

7. Not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus, or device similar to any method, system, apparatus, or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party.
8. Not reverse engineer, disassemble, or decompile any prototypes, software, or other Confidential Information that are provided to you.
9. Not to disclose NITTTR, Chandigarh Confidential Information except to other NITTTR, Chandigarh employees or contractors who need to know such information in order to perform their duties.
10. Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the likes.
11. Immediately upon a request by the Disclosing Party at any time the Receiving Party will return to the Disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, save that where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased as appropriate.
12. If any case the event of any unauthorized use or disclose of the confidential information happened, then Receiving Party (IP Facilitator) shall have immediately notify the NITTTR, Chandigarh.
13. Unless agreed to in writing in a separate agreement, you are a contractor or IP angel and may be terminated by NITTTR, Chandigarh at any time without cause.
14. If any case of failure to maintain confidentiality by the Receiving Party shall entitled NITTTR, Chandigarh to terminate this agreement and should take legal action.
15. Confidential Information by the Receiving Party (IP Facilitator) shall be for the benefit of the NITTTR, Chandigarh and any modifications and improvements thereof by the IP Facilitator with permission of the NITTTR, Chandigarh in written even then shall be the sole property of the NITTTR, Chandigarh.
16. Receiving Party (IP Facilitator) also ensures that anyone to whom the confidential information is disclosed further abides by obligations restricting use, restricting disclosure and ensuring security as the agreement.

C. RETURN OF CONFIDENTIAL INFORMATION:

All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party within a day of written demand by Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with the Disclosing Party, Receiving Party shall return all information to the Disclosing Party without retaining any copies.

D. NO LICENSE:

Nothing in this Agreement is intended to grant any rights to the Receiving Party in or to Confidential Information.

E. ACCESS OF INFORMATION:

Access to Information will be limited to only those employees and designees of Receiving Party who require access for the aforesaid purpose. The Receiving Party acknowledges that any violation or threatened violation of this Agreement would cause irreparable injury to the NITTTR, Chandigarh.

F. MODIFICATION OF AGREEMENT:

No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

G. ENFORCEMENT:

- a. The interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996.
- b. The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The company shall be entitled to all remedies available at law.
- c. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.
- d. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall not be affected, and this Agreement shall continue in full force and effect.
- e. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

H. COUNTERPART:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy, or electronic copy in .PDF or similar format, of an executed counterpart shall be valid and have the same force and effect as an original.

I. BINDING NATURE:

This Agreement may be assigned by NITTTR, Chandigarh and shall be binding upon and inure to the benefit of NITTTR, Chandigarh, its successors and assigns. You may not assign this Agreement.

J. NON-ASSIGNABLE:

This Agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

K. EFFECTIVE DATE:

The agreement shall be effective from the 01-08-2025 and shall remain in force until terminated from either side. Both the parties may extend this agreement for the said IP (Intellectual Property) Filing and allied Support under mutually acceptable terms and conditions.

L. ENTIRE AGREEMENT:

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

NOTES:

This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below:

[Disclosing party]

By: NITTTR, Chandigarh
Address: NITTTR, Sector-26,
Chandigarh-160019

Date:

[Receiving party]

By:
Address:

Date:

Annexure – D:**Non-Disclosure Agreement (NDA) Between Consultant [registered Indian patent agent / IP firm or organization / IP facilitator] / Patent attorney and Applicant / Inventor(s)**

This Confidentiality and **Non-Disclosure Agreement** is made on _____

BETWEEN

1. Name of Applicant/Inventor(s) _____
(hereinafter referred to the "**Disclosing Party**"), having its place of operations at _____
[Ph. No - _____, Email- _____].

AND

2. Name of Patent Agent/Service Provider _____ Patent Agent Number _____
_____ (hereinafter referred to the "**Receiving Party**"), having
its place of operations at _____
[Ph. No - _____, Email- _____].

WHEREAS,

- a. Disclosing Party desires to appoint Receiving Party for providing Intellectual Property Services (Like advise on, file and prosecute on behalf of the Disclosing Party, patent, copyright and design registration applications) to the Disclosing Party.
- b. Receiving Party provides services like patent search, patent analysis, patent landscapes, patentability searches, patent drafting, patent filing, patent watch, conduct searches for freedom to operate in particular line of business/product, patent invalidity searches with specialized domain knowledge in patent searching and analytics, copyright, design registration services, R&D and business consulting services, engineering services hereinafter referred to as "Intellectual Property Services". The Receiving Party has knowledge and expertise in the Intellectual Property Services and is currently engaged in providing such services to several organizations, individuals, and business entities.
- c. Receiving Party understands that for the purposes of attaining the Services, the Disclosing Party will disclose information (including, without limitation, know-how, formulas, processes, ideas, inventions (whether patentable or not), product development plans, forecasts, strategies and information), which to the extent subsequently disclosed to the Receiving Party is hereinafter referred to as "Confidential Information" of the Disclosing Party.

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to business programs, products, applications, systems, components, technologies, and business topics (the "**Invention**") which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

A. TERMS & DEFINITIONS:

- a. **"Invention"** shall mean all information relating to business programs, products, applications, systems, components, technologies, and business topics.
- b. **"Confidential Information"** shall mean all information provided by Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this Agreement. Confidential Information shall not include any of the following:
 - 1. Such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
 - 2. Such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
 - 3. Such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.
- c. **"Disclosing Party"** shall mean the party disclosing information to the other relating to the Invention.
- d. **"Receiving Party"** shall mean the party receiving information from the other relating to the Invention.

B. USE OF CONFIDENTIAL INFORMATION:

The Receiving Party agrees to:

- 1. Receiving Party shall keep all Confidential Information strictly confidential by using a reasonable degree of care and shall avoid the disclosures and unauthorized use of the Confidential Information.
- 2. Examine the Confidential Information at its own expense.
- 3. Not make any copies of Confidential Information or any part thereof without the express written consent of Disclosing Party.
- 4. Not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Disclosing Party.
- 5. Limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who has a need to know and an obligation to protect it.
- 6. Not use or utilize the Confidential Information without the express written consent of Disclosing Party.

7. Not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus, or device similar to any method, system, apparatus, or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party.
8. Not reverse engineer, disassemble, or decompile any prototypes, software, or other Confidential Information that are provided to you.
9. Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the likes.
10. Immediately upon a request by the Disclosing Party at any time the Receiving Party will return to the Disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, save that where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased as appropriate.
11. If in any case the event of any unauthorized use or disclosure of the confidential information happened, then Receiving Party shall have immediately notify the Applicant/Innovator.
12. In any case of failure to maintain confidentiality by the Receiving Party shall entitle Applicant/Innovator to terminate this agreement and should take legal action.
13. Receiving Party (IP Facilitator) also ensures that anyone to whom the confidential information is disclosed further abides by obligations restricting use, restricting disclosure and ensuring security as the agreement.

C. RETURN OF CONFIDENTIAL INFORMATION:

All information provided by the Disclosing Party shall remain the property of the Disclosing Party. Receiving Party agrees to return all Confidential Information to Disclosing Party within a day of written demand by Disclosing Party. When the Receiving Party has finished reviewing the information provided by the Disclosing Party and has made a decision as to whether or not to work with the Disclosing Party, Receiving Party shall return all information to the Disclosing Party without retaining any copies.

D. NO LICENSE:

Nothing in this Agreement is intended to grant any rights to the Receiving Party in or to Confidential Information.

E. ACCESS OF INFORMATION:

Access to Information will be limited to only those employees and designees of Receiving Party who require access for the aforesaid purpose. The Receiving Party acknowledges that any violation or threatened violation of this Agreement would cause irreparable injury to the GKS/SSIP Grantee University/institute.

F. MODIFICATION OF AGREEMENT:

No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

G. ENFORCEMENT:

- a. The interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996.
- b. The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The company shall be entitled to all remedies available at law.
- c. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees.
- d. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement shall not be affected, and this Agreement shall continue in full force and effect.
- e. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

H. COUNTERPART:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy, or electronic copy in .PDF or similar format, of an executed counterpart shall be valid and have the same force and effect as an original.

I. NON-ASSIGNABLE:

This Agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

J. EFFECTIVE DATE:

The agreement shall be effective from the **DD-MM-YYYY** and shall remain in force until terminated from either side. Both the parties may extend this agreement for the said IP (Intellectual Property) Filing and allied Support under mutually acceptable terms and conditions.

K. ENTIRE AGREEMENT:

This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements

or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

NOTES:

This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below:

[Disclosing party]

By:

Address:

Date:

[Receiving party]

By:

Address:

Date: