



भारतीय प्रौद्योगिकी संस्थान गुवाहाटी
Indian Institute of Technology Guwahati
Guwahati - 781 039

LONG TERM ASSOCIATION FOR COLLABORATIVE RESEARCH FOR MASTER'S THESIS

Agreement between the supervisor and the company

Form 2/PG-CCD

Preamble: Long term association for collaborative research for master thesis has been initiated at IIT Guwahati (IITG) to facilitate regular PG students of IITG to work in a collaborative project agreed between master's thesis project supervisor from IITG and the company involved. As a result, the work done will be part of the student's thesis. Further, agreement on data sharing policy, sharing publications, patents should be discussed and drafted in detail by the supervisor and the company as a part of this agreement.

1. Purpose

Desiring to promote co-operation in academic education and research.

Article 1: Forms of Cooperation

The objective of this agreement is to establish a mutually beneficial relationship between the parties (IITG and the company) for academic and research-based interaction.

Article 2: Thesis content

Both the institutions agree that the collaboration in research and development activities under this agreement shall be part of Masters' Thesis of the student.

Article 3: Specific Co-Operation Projects

Specific co-operation project shall be negotiated separately between the Parties.

Article 4: Financial Obligations

There will be no financial obligations on both the Parties except providing financial assistantship to the Masters student for the period of work done under this agreement.

Article 5: General Coordinators

Each Party shall designate a coordinator to oversee, and facilitate the implementation of the research activities arising out of this Agreement. National regulations and customs shall be mutually respected.

Article 6: Intellectual Property Rights

Article 6.1: The “Parties” shall jointly own the rights on the Intellectual Property resulting out of the collaborative efforts in technology development. The credits of the investigations in the form of standard technical/ research papers, patents and products would be shared by the “Parties”. Application for patents, if any, would be jointly filed by the “Parties”. Specifically, when a patent is filed, names from both “Parties” would be mentioned in the application and when a research paper is presented or published, names from both “Parties” would also be present as co-authors of the paper.

Article 6.2: Both the “Parties” would take enough care on best efforts basis and apply due diligence to protect intellectual property rights of the other “Party” and maintain confidentiality of the technical information and data shared during the R &D activities.

Article 6.3: The “Parties” would in no case divulge any technical information / data either shared or developed during the joint collaborative efforts to a third party without obtaining consent from the other “Party”. This clause is exempt from any data or technical information request by Govt authorities as governed by the Law of India.

Article 7: Dispute Settlement

Any dispute, controversy, or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be settled by the parties amicably through mutual consultations and negotiations.

Article 8: Liability

Except for loss or damages caused through gross negligence or intent, the Parties shall have no liability to each other hereunder.

Article 9: Legal Relationship

This Agreement shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this Agreement shall be constructed to create any legal relationship between the Parties.

Article 10: Coming into Force, Amendment and Termination

This Agreement shall come into force from the date of its signatures and shall remain valid for a period of one years. This Agreement may be modified, renewed or extended with the mutual written consent of the Parties. Either party may terminate this Agreement by giving three (3) months’ notice in writing to the other Party.

Done at on this..... day of 20..., in two originals in the English language, one for each Party.

IN WITNESS THEREOFF, both the parties have caused this Agreement to be signed by their duly authorized representatives.

Prof./ Dr(Supervisor/s)

Name of Coordinator:.....

.....

Department / Centre/

Designation:.....

School.....

Indian Institute of Technology Guwahati

Name of Company:.....

Date:

Date:.....

Signature

Signature:.....

Endorsed by:

Head of Department/ Centre/

School:.....

Witnessed by:

1. Prof.....

2. Name:

Head/ Faculty Coordinator

Designation:.....

Centre for Career Development

Indian Institute of Technology Guwahati

Company name:

Date:

Date:

Signature:

Signature:.....