

No. 10/6//2013-IPR-II
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
IPR-II Section
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Udyog Bhawan, New Delhi.
Dated 17-2-2015.

OFFICE MEMORANDUM

Subject: Template for MoUs relating to Intellectual Property Rights.

Department of Industrial Policy and Promotion has been receiving a number of MOUs from various Central as well as State Departments for vetting the Intellectual Property Rights clauses in the MOUs. Therefore, in order to streamline and to ensure a certain amount of uniformity in the IPR clauses, a template on model clauses relating to IPR have been prepared and is enclosed. It is suggested that the following clauses covering General Provisions, Commercialization, Publication and Confidential information, be incorporated in the proposed MOUs to be signed by various Ministries / Departments.

2. It is further clarified that earlier MOUs which have the IPR clauses having commitment beyond the domestic legal regime have to be essentially modified. All MOUs have normally a provision/saving clauses for such modifications.
3. The MOU should be self-contained and should not be referring to the previous Agreement.
4. It is also requested to ensure that the provisions of Transaction of Business Rules are complied with.
5. This issues with the approval of Secretary, Department of Industrial Policy and Promotion.

Chandni Raina

(Chandni Raina)
Director

Tel. No. 011-23063596

To

All Ministries and Departments (as per standard distribution list).

Copy for information to:-

1. Director, Cabinet Secretariat, Rashtrapati Bhawan, New Delhi w.r.t. their O.M. No. 272/2/2012-CAV (Vol. V) dated 20th November, 2014.
2. JS (Coordination), Ministry of External Affairs, South Block, New Delhi.

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TEMPLATE ON IPR CLAUSES FOR MEMORANDA OF UNDERSTANDING WITH FOREIGN COUNTRIES/INSTITUTIONS

General clauses:

- (i) Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MOU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed.
- (ii) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned party.
- (iii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly owned by the parties.
- (iv) The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MOU to any third Party without consent of the other party.

Commercialization:

In case of research results obtained through joint activities under this MOU both (India) and (Foreign) parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate agreement.

Publication:

Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MOU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.

Confidential Information:

- (i) All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other party.

- (ii) All Confidential Information shall remain the exclusive property of the disclosing party. The Parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.
- (iii) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MOU will not be transmitted to a third party, unless otherwise agreed by the Parties.