

PROJECT SPECIFIC AGREEMENT

THE COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH - (CSIR-
.....), REPUBLIC OF INDIA

And

.....

For Working on

..... PROJECT

Council of Scientific and Industrial Research (CSIR), a society registered under the Societies Registration Act (XXI of 1860) of the Republic of India, having its registered office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001, India (hereinafter CSIR, India) through its constituent institutes, CSIR- (hereinafter CSIR-.....), having its office and institutes at respectively,

and

.....

(hereinafter individually referred to as **Party** and collectively referred to as **Parties**)

express their intent to engage and work together on....., hereinafter referred to as **Project**

ARTICLE 1: Objectives

Parties seek to work together for

Specific Objectives of the Project

- 1.1
- 1.2
- 1.3

ARTICLE 2: Scope of Cooperation

- 2.1 The Parties agree to cooperate and execute the **Project** and provide respective expertise for achieving the set out objectives as mentioned in **Article 1**. the Parties agree to cooperation in other area(s) deemed to be within either Party's capability and of relevance to either Party's needs.

India: CSIR-.....

Foreign Country:

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2.2 A brief description of the research program goals.....

Article 3: Modes of Cooperation

- 3.1 Parties agree to execute cooperation through the following modes
- 3.2 Exchange of information and documentation;
- 3.3 Exchange of visits by experts, scholars and delegations;
- 3.4 Organization of joint seminars, workshops, and meetings involving experts, scientists, private companies and other relevant agencies that the Parties deem appropriate for developing human resource and skill;
- 3.5 Writing joint research projects of mutual interest for development of methods, mechanisms, tools, softwares, AI mathematical and conceptual codes and materials for research and development not limited toIndustry
- 3.6 Exchange of Materials for research purposes
- 3.7 Any other form of cooperation as may be mutually agreed upon.

Commented [c1]: To be modified based on the project

Article 4: Project Details

The Complete project proposal is annexed to this PSA

4.1 Project Background and Justifications indicating the common man's problem being addressed

4.2 Scope of the Project

4.3 Execution Work plan details along with work distribution between the parties

4.4 Joint Monitoring and Evaluation plan

4.5 Deliverables and Milestones

4.6 Timelines

4.7 Output

4.8 Outcome (Please also include the Societal Benefits)

4.9 Tangible Benefits to India &

4.10 Industry Identified and Approached for Implementation (Details would add value to the proposal)

4.11 Plan for Implementation and deployment of the development

4.12 Project Coordinators and their roles and responsibilities

The Parties agree to establish interface controls for the coordination and correlation of the several activities including exchange of Confidential Information (as per Article 6 of this PSA) of the Parties in performing their respective parts of projects discussed. Specific roles of the coordinators include.....To accomplish this purpose, the Parties designate the following individuals or any other individual designated by the Parties in the event of the non-availability of following persons:

Commented [C2]: The information sought must be included in your joint project document approved by the sponsoring agency. The same may be placed as an annexure to this document.

CSIR-.....	
Name:	Name:
Designation:	Designation:
Address:	Address:
Contact No:	Contact No:
E-mail:	E-mail:

Article 5: Financial Terms

5.1 In general, each Party will bear its own costs and expenses associated with its own administration tasks necessary for the implementation of this PSA.

5.2 Detailed Cost Breakup of the Project (Including Recurring and Non-Recurring) and the justifications of the cost breakup is available in the Project proposal available at **Annexure I**

5.3 Any further financial issues of joint research and any mutually agreed forms of cooperation will be discussed under the proposed activities and separate contractual obligations. Any agreements or contracts shall be valid only if they are made in writing, approved and signed by mutual agreement of authorized representatives of the Parties hereto.

Article 6: Confidentiality

Commented [c3]: Please modify as suitable to Partners

6.1 Each Party agrees to keep the terms of this PSA and any Confidential Information (as defined at Clause 6.2) as they may have or acquire during the course of this PSA relating to the business and affairs of the other Party (including those of their respective customers) strictly private and confidential.

6.2 For the purposes of this PSA “Confidential Information” means any information of whatever kind and in whatever form received during the term of this PSA by one party (the “Receiving Party”) from the other Party (the “Disclosing Party”) relating in any way whatsoever to the purpose of this PSA, including but not limited to papers, drawings, software, know-how, data, technical, financial or personnel information as well as information relating to inventions, discoveries, techniques etc., provided it has been explicitly, clearly and conspicuously marked as “Confidential” and is handled in accordance with Article

6.3 Any information which is communicated orally or visually must be designated as “Confidential” and/or “Proprietary” at the time of disclosure and subsequently summarized in writing by the Disclosing Party, marked as “Confidential” and/or “Proprietary” and sent to the Receiving Party within a period of 30 (thirty) days after such communication, it being understood that such information shall be protected hereunder for the said 30 (thirty) day period.

6.4 In respect of all Confidential Information the Receiving Party hereby undertakes from the date of disclosure of the Confidential Information:

- a. not to use the Confidential Information otherwise than for the purpose of this PSA,
- b. to ensure that Confidential Information is for internal distribution to its employees strictly on a need-to-know basis,
- c. not to disclose the Confidential Information to any third party unless expressly authorized in writing by the Disclosing Party.
- d. not to copy or reproduce any Confidential Information without the prior written consent of the Disclosing Party unless it is necessary for the purpose of this PSA, and
- e. to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Receiving Party including all copies thereof and to delete all Confidential Information stored in a machine readable form.

The Receiving Party will be responsible for the fulfilment of the above mentioned obligations on the part of its employees.

Each Party shall promptly advise the other Party in writing of any disclosure, misappropriation or misuse of Confidential Information by any person as soon as practicable after it becomes aware of such disclosure, misappropriation or misuse.

The obligations for confidentiality shall remain valid for each of the Parties even after the end of the PSA for another period of 5 (five) years

6.5 The confidentiality provision under this PSA shall not apply to any Confidential Information that:

- a. is already in the possession of the Receiving Party on the date of its disclosure free of any obligations of confidentiality; or
- b. is in the public domain other than as a result of a breach of this Clause 6; or
- c. becomes known to the Receiving Party, subsequent to such disclosure, without similar restrictions from an independent source having the right to convey it; or
- d. has been specifically authorized by the Disclosing Party in a written document; or
- e. is independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party;
- f. is required to be disclosed by law and/or the rules of any recognized stock exchange and/or regulatory authority on condition that the Receiving Party gives the Disclosing Party as much advance notice of the disclosure as possible and cooperate with the Disclosing Party in responding to the requirement of such Governmental Authority or court.

Article 7: Ownership and sharing of Intellectual Property (Background and Foreground)

- 7.1 Each Party shall retain exclusive rights in respect of all Intellectual Property Rights owned by it on the date of this PSA and nothing in this PSA shall be construed as granting any right, title, interest or license to or in respect of the Intellectual Property Rights of either Party.
- 7.2 The Parties agree that any research publications and scientific papers arising out of this PSA shall be jointly published in reputed scientific and technical journals in accordance with laws, regulations and rules of the Parties. The use of name, logo and/ or official emblem of the Parties on any publication, document and/or paper will require prior permission of both Parties. This may ensure that the official emblem and logo are not misused.
- 7.3 Any scientific and technical information, not protected by the intellectual property rights, which may be obtained as a result of this PSA, excluding information which may not be

Commented [c4]: Please modify as suitable to project partners considering the project proposal

disclosed in view of national security or commercial or industrial considerations, may be appropriately used by both Parties in accordance with the procedures agreed upon by the Parties. In exchanging and disseminating such information, both Parties shall take into account existing legal provisions, the rights of third parties and international obligations.

- 7.4 Subject to national legislation and multilateral agreements and PSAs in force in both countries, the Parties shall adopt appropriate measures to protect the intellectual property rights arising from the implementation of this PSA.
- 7.5 In case any Joint IP is generated during the course of this Agreement, the same should be protected in accordance with the national legislations of both the countries, while also keeping in view the provisions of the Biological Diversity Act of India, 2002.
- 7.6 Patented or unpatented results, including software and databases, obtained in the framework of joint activities may be considered as joint ownership of the Parties in accordance with the contribution made by each of the Parties, unless otherwise been stated.
- 7.7 If any Intellectual Property (IP) is generated, under this PSA, the collaborators have a joint ownership unless otherwise stipulated herein / agreed to through separate agreements. The ownership share shall be according to their contribution. In such cases, the Parties will apply as co-applicants for the protection of intellectual property rights in line with rules and regulations of each Party including mineral and energy resources, biological diversity and other multilateral agreements to which countries of both Parties are party to, subject to exclusive rights of both the Parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done through a separate agreement that will specifically provide for ownership, management and commercialization of rights to such IP. The Joint owners shall agree separately on the management/ commercial exploitation of the joint ownership.
- 7.8 Both parties shall have right to commercially exploit / conduct further research work on the intellectual property in the project so developed.

Article 8: Publications

Commented [c5]: please add details as applicable

Article 9: Material Transfer Agreement

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All research materials used in cooperation activities developed under this MoU, when required by the respective laws, regulations and policies of "the Parties", shall be transferred through the conclusion of a Material Transfer Agreement (MTA), whose terms and conditions shall be agreed on a case-by-case basis by "the Parties".

Article 10: Settlement of Disputes

In case any doubt or difference arises in the interpretation and application of the provisions of this PSA of problems about matters not described therein, Parties shall consult with each other and

settle such doubts or differences amicably in the spirit of this PSA by negotiations and mutual consultations.

Commented [C7]: It may be modified if required based on reciprocity of laws

All disputes arising out of or in connection with this PSA, which cannot be solved amicably, shall be governed by, and construed in accordance with, the laws of a neutral third country, Singapore. The venue for mediation or arbitration shall be in a neutral location - the Singapore International Arbitration Centre (SIAC) in Singapore. Both parties hereto hereby submit to the jurisdiction of the selected neutral arbitration venue with respect to any dispute arising in connection with this Agreement.

Commented [C8]: Either this or UNICITRAL Rules:
In case any doubt or difference or dispute arises in the interpretation and application of the provisions of this NDA, the Parties shall consult with each other and settle such doubts or differences amicably between them. In case of disputes which cannot be solved amicably, the disputes would be finally settled under the UNICITRAL Rules of Arbitration by one or more arbitrators appointed in accordance with the said Rules. The language to be used in the arbitration shall be English unless otherwise agreed upon.

Or

This Agreement shall be governed by, and construed in accordance with, the laws of a neutral third country, (Paris), France. The venue for mediation or arbitration shall be in a neutral location - the ICC International Court of Arbitration in Paris. Both parties hereto hereby submit to the jurisdiction of the selected neutral arbitration venue with respect to any dispute arising in connection with this Agreement.

Article 11: Force Majeure

Neither party shall be held responsible for non-fulfilment of their respective obligations under this PSA due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Tsunamis, Earthquakes, Strikes, Lockouts, 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 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.

Article 12: General Terms, Validity, Termination

- 10.1 No modification to the terms of this PSA will be valid unless set forth in writing and duly executed by the Parties.
- 10.2 This PSA will come into force from the date of its signature and will remain in force for a **period of three (3) years**. Thereafter, it may be renewed for further periods by mutual written consent of the Parties, unless terminated in accordance with Clause 10.3.
- 10.3 Either Party may terminate this PSA by giving thirty (30) days advance written notice to the other Party.
- 10.4 Any agreement entered into pursuant to this PSA shall not be terminated by virtue of the termination of this PSA unless the Parties agree otherwise.
- 10.5 The termination of the PSA shall not affect the validity or duration of specific collaborative programs already being undertaken thereunder unless decided otherwise by the Parties by mutual consent.
- 10.6 Either Party is requested to ensure the provisions of Transaction of Business rules are complied with. Also, in case of additional agreements on IPR-related issues proper approvals should be taken into consideration.
- 10.7 The Parties are subjected to complying with all applicable export control regulations of their respective governments. Any future contractual commitments will be negotiated in compliance with all applicable export control regulations of India and The Parties acknowledge and agree that both Parties are interested in setting up a long term working relationship. Neither Party is entitled to make any statements to third parties, binding or committing the other Party in any way to any obligation, nor to make any representations

or to provide any warranties in the name or on behalf of the other Party. Nothing in this PSA shall create, imply or evidence any partnership or joint venture between Parties or the relationship between them of principal and agent.

In witness whereof the undersigned being duly authorized thereto, by their respective Parties, have signed this PSA.

Signed on the ---- day of ----- 2021 in two originals in the English language.

For and on-behalf of	For and on-behalf of
Signature: Name & Title:	Signature: Name & Title:
Witnesses (Name and Signature): 1. 2.	Witnesses (Name and Signature): 1. 2.