



राष्ट्रीय प्रौद्योगिकी संस्थान मेघालय NATIONAL INSTITUTE OF TECHNOLOGY MEGHALAYA

FORM – IP/8

Letter of Agreement between NIT Meghalaya and collaborating institutions for Transfer of Proprietary materials

This agreement is between National Institute of Technology Meghalaya, (the provider organization) and/or provider scientist(s) _____ [name(s)], jointly called the first party, and the recipient scientist(s) _____ [name(s)] of organization _____ (the recipient organization), the second party. The Material that is covered by the agreement includes _____ (description of the material) which is considered as proprietary material of the provider and NIT Meghalaya. The provider scientist and NIT Meghalaya shall be free, in their sole discretion, to distribute the Materials to others and to use it for their own purpose. In response to the second party's request for Material, both the parties agree to the following before second party receives the Material:

1. The Material shall be used by _____ (recipient scientist) working at _____ (recipient organization) in research to study _____ (description of work). The material will be used for teaching and not-for-profit research purpose only and not for use in any product or process for profit-making commercial purpose. The material is provided at no cost or with a fee of Rs. _____.
2. Neither the Material nor this material treated by any means will be used in human subjects.
3. The second party shall not distribute, release or disclose the Material to any person or entity other than laboratory personnel under recipient scientist's direct supervision, and the second party must undertake to ensure that no one will be allowed to take or send Material to any other location unless written permission is obtained from the first party.
4. The second party is not allowed to have a third party analyze such tangible products or materials obtained from the first party without written and specific authorization from the first party.
5. The second party will give a brief description of its research program and the nature of usage of the material to the first party. The second party will acknowledge the first party before any publication or presentation based on research results with supplied material.
6. The second party will return all unused material at the request of first party.
7. The second party agrees to use the Material in compliance with all applicable statutes and regulations. The material may have hazardous properties. The providers make no representation and extend no warranties of any kind, either expressed or implied. The second party assumes all liability for claims for damages which may arise from the use, storage or disposal of the Material.
8. Any dispute including but not limited to breach of contract so described in the Agreement arising from or in connection with the Agreement shall be resolved exclusively in the competent courts as herein mentioned in the present agreement, and each Party to this Agreement hereby submits irrevocably to the jurisdiction of courts of Shillong.
9. If agreed by the parties, the same can be solved by arbitration governed by the Arbitration and Conciliation Act, 1996 or any amendments thereto, the seat and venue for the arbitration proceedings being mutually decided and the language being English and/or local language understandable by either the Parties or local representatives of the Parties. Further, the parties much mutually agree with the appointment of the Arbitrator exclusively in the jurisdiction of Shillong.
Provided the dispute shall first be attempted to be consolidated through mediation and resolved in accordance to the laws of the land. If within 90 days the dispute is not resolved by the mediation body, the dispute will be subjected to be resolved by arbitration.

This agreement is signed on _____ between:

NIT Meghalaya

Organization:

(Name of signatory)

(Name of signatory)

Designation : Dean (R & C)

Designation

Address : National Institute of Technology
Meghalaya, Bijni Complex, Shillong 793003

Address