

Agreement Between IGSTC, , &

This agreement ("**Agreement**") made and entered into on this day of two thousand ("**effective date**").

BY AND BETWEEN

Indo-German Science & Technology Centre (IGSTC), a Society registered under Societies Registration Act (XXI of 1860) supported by the Department of Science & Technology, Government of India and the Federal Ministry of Research, Technology and Space, Government of Germany having its registered office at Ground Floor, Block -II, Technology Bhavan, New Mehrauli Road, New Delhi – 110016, hereinafter referred to as ("IGSTC" which expression shall, include its successors and assigns) of the **First Part;**

AND

M/S , a company incorporated under the Indian Companies Act 1956 or 2013 having its registered/corporate office at hereinafter referred to as (" ,which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Second Part;**

AND / OR

M/S , a company incorporated under the Indian Companies Act 1956 or 2013 having its registered/corporate office at hereinafter referred to as (" ,which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Third Part;**

AND

an autonomous research institution of / an University / a Trust / Society registered under , having its registered office at hereinafter referred to as (" ,which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Fourth Part;**

AND / OR

an autonomous research institution of / an University / a Trust / Society registered under , having its registered office at hereinafter referred to as (" , which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Fifth Part;**

The above-named First Party, Second Party and/or Third Party and Fourth Party and/or Fifth Party shall be referred to as 'Party' individually and 'Parties' collectively.

Second Party and/or Third Party and Fourth Party and/or Fifth Party are hereinafter referred to **"Grantees"**.

Second Party and/or Third Party will be individually/collectively hereinafter referred to **"Industry(ies)"**.

Fourth Party and/or Fifth Party will be individually/collectively referred to **"Institution(s)"**.

The existence of the Third Party and the Fifth Party are subject to the formation of the Indian side consortium for the Project as required, or else shall be presumed between IGSTC and all other existing parties, as case may be, under this Agreement.

WHEREAS IGSTC has sanctioned the project titled " " along with German partners (, and) under "IGSTC 2+2 programme Award as attached in **Annexure 1, hereafter referred to as "Project"**.

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. Duration of the Project:

The duration of the Project shall be three (3) years from the date of the Award. In the event of a delay of six (6) months or more in the release of the Year-1 grant-in-aid, IGSTC shall consider the date of such release as the revised start date of the Project. The Letter of Award ("**LoA**") will be issued by IGSTC on signing of this Agreement, subsequent to sanction of the Project.

2. Financial Arrangements:

The Parties of this Agreement agrees for financial arrangements in the Project as below:

Applicable to Industry(ies):

2.1. The detailed year-wise and head-wise breakup of the financial allocation is enclosed in **Annexure 2** of this Agreement in respective of grant-in-aid support of IGSTC and contribution of Industry(ies) in the Project.

2.2 The grant-in-aid assistance by IGSTC shall be released in a separate no-lien account in the name of the Industry(ies) with a Scheduled Bank (as defined under the RBI Act, 1934), the withdrawals and payments for the Project from the bank account shall be subject to verification by IGSTC. It shall also obtain and furnish to IGSTC a letter from the concerned bank foregoing the right to set off or lien in respect of such account.

Applicable to Institution(s):

2.3 The detailed year-wise and head-wise breakup of the financial allocation is enclosed in **Annexure 3** of this Agreement.

2.4 The grant-in-aid assistance by IGSTC shall be released to the interest-bearing account in any Scheduled Bank (as defined under the RBI Act, 1934) in the name of the Institution(s). The withdrawals and payments for the Project from the bank account shall be subject to verification by IGSTC. 2.5 Re-appropriation or reallocation of grants from one budget head to another is not permissible without seeking prior written approval from IGSTC.

2.5 The total interest earned out of IGSTC grant-in-aid assistance, if any should be reported to IGSTC in the SE/UC. The interest earned by the Project Partners should be remitted to Consolidated Fund of India Account through Bharatkosh by crediting following credentials. All interest from date of receipt of fund until the day of remittance to bhartkosh should be considered for computing the interest earned or at actual whichever is higher. The interest should be credited in following account.

Department	Nature of remittance	Head of account	Beneficiary Name (PAO)& Code	Remarks
DEPARTMENT OF SCIENCE & TECHNOLOGY (INCLUDING,NCST) (258297)	Interest receipt on unspent balances DST,	142500801010000	PAO(DST), New Delhi (058296)	Refund of interest on Grant disbursed by IGSTC

2.6 The Grantees shall refund any unspent balance from the disbursed grants by IGSTC immediately after completion of the Project tenure or before as the case may be;

3. Responsibilities of the Industry(ies):

The following responsibilities which are to be complied along with Clause. 3 as stated above.

3.1 Discharge its duties, responsibilities and execution of its activities as defined in **Annexure 1** and shall conform to the specified objectives, outputs, milestones, and targeted deliverables therein.

3.2 Undertake activities as outlined in the Project document and / or assigned by the Project Monitoring Committee in conformance with the deliverables/outputs, milestones & targets.

3.3 Meet the expenditure for the Project activities to the extent as agreed to, through its own resources, as per details in **Annexure 2** and shall provide the audited SE/UC for the same annually or as and when required by IGSTC.

3.4 Submit Board Resolution for execution and participation in the project. The format for the Board Resolution is attached at **Annexure 4**.

3.5 Submit annual progress report to IGSTC as per the Project deliverables and participate in the review meetings organized by IGSTC to monitor the progress of the Project, as and when called for.

3.6 Provide periodic inputs on technical and market intelligence as well as comparative analysis of technologies developed under the Project to the Monitoring Committee or IGSTC.

3.7 Notify IGSTC of any material change in its incorporation status, ownership, merger, acquisition, termination, closure and change in control or legal status, proceedings under Insolvency and Bankruptcy Code (IBC), 2016 etc., Project coordinator, Project participants or any such change that would impact on performance of its obligations under the Project and this Agreement.

3.8 Abide by the decisions of IGSTC to modify the objectives, outputs, milestones, targets, funding as also the foreclosure of the Project or any of its components as may be arrived at after mutual discussion.

3.9 The Industry(ies) warrant that:

3.9.1 It shall not at any time within the Project Duration, without the written consent of IGSTC, enter into any Agreement or arrangement with any external, national or international entities;

3.9.2 It is under no contractual restrictions or legal disqualifications or any other obligations which would prohibit the relevant Party(s) from entering into this Agreement or which will interfere with the execution of this Agreement; and

3.9.3 Each one of the statements and particulars herein contained in this Agreement and in the relevant and supporting documents to this Agreement are correct.

3.10 The Industry(ies) acknowledge and agree that:

3.10.1 The duties, responsibilities and functions assigned or entrusted to it as specified in the Project shall be deemed to be the duties, responsibilities and functions assigned and entrusted to it under this Agreement and unless for reasons beyond control under normal circumstances, any undue delay, failure or default in performance of the duties, responsibilities and functions as specified in the Project shall be deemed to be a default under this Agreement.

3.10.2. It shall, always keep IGSTC indemnified against any claims or suits in respect of any losses, damages, or compensation payable in consequences of any accident, death or injury sustained by the manpower engaged by the Industry(ies) or by any other party (internal/external) under the aegis of the Project resulting from or by any act, omission or operation conducted by or on its behalf.

3.10.3 It shall, always keep IGSTC indemnified against all claims/damages etc. by any infringement of any Intellectual Property Rights (IPR) while carrying out its responsibilities/work under the Project and this Agreement; and

3.10.4 The Industry(ies) partner shall immediately refund to IGSTC any grant-in-aid support released by IGSTC which remains unutilized on foreclosure or completion of the Project.

3.10.5 IGSTC shall reserve the right to reconsider further funding assistance, governance of the new Intellectual Property and consider refund of the amount of grant-in-aid in such circumstances of change of control as mentioned in the following paragraphs:

3.10.5.1 In case of reorganization of Industry(ies) through merger, acquisition, amalgamation, demerger etc., or in case of licensing / transfer of Project technology and where taking over of Project obligations are not part of such arrangement, the Industry(ies) undertakes to settle the IGSTC's dues, prior to initiating such measures.

3.10.5.2 The Industry(ies) shall inform IGSTC within 30 (thirty) days, if it has notice of any application for winding up having been made or any statutory notice of winding up under the provisions of the Companies Act, 1956, or any other notice under any other Act or otherwise of any suit or other legal process intended to be filed or initiated against the Company and affecting the title to the properties of the Company or if a receiver is appointed of any of its properties or business or undertaking.

4. Responsibilities of Institution(s):

The following responsibilities which are to be complied along with Clause. 3 as stated above.

4.1 Undertake the scientific and technological activities of the Project as outlined in the Project document and conform to the outputs, milestones & targets.

4.2 Maintain an interest-bearing bank account with a Scheduled Bank (as defined under the RBI Act, 1934), the withdrawals and payments from which account shall be subject to verification by IGSTC.

4.3 Meet the expenditure for the Project activities to the extent as agreed to, through its own resources, as per details in **Annexure 2** and shall provide the audited SE/UC for the same annually or as and when required by IGSTC.

4.4 Timely submission of audited SE/UC, progress reports, KPI, supporting documents of expenditure incurred and any other information required shall be furnished to IGSTC.

4.5 Notify IGSTC of any material change in its change in control or legal status and/or closure etc., Project coordinator, Project participants or any such change that would impact on performance of its obligations under the Project and this Agreement.

5. Responsibilities of IGSTC:

5.1 Provide financial grant-in-aid support for the Project as outlined in the **Annexure-2 & 3**;

5.2 Facilitate, coordinate, monitor the activities of the Projects for smooth functioning of the Project etc.

5.3 Facilitate and ensure convening of Project Monitoring Committee meetings to monitor Project progress.

5.4 Take necessary steps to implement the recommendations of the Project Monitoring Committee including extension / curtailing / modification of outputs, milestones & targets, and funding; and

5.5 Appraise the progress of the Project to the Governing Body of IGSTC from time to time.

5.6 Ensure that all Parties to the Project have meetings at regular interval during the Project tenure.

5.7 Visit Project sites to assess the progress of the Project regularly.

5.8 Maintain strict confidentiality, data protection and refrain from disclosure thereof, of all or any part of such information and data exchange originated from the Project which are not in the public domain.

5.9 Release grants for subsequent year(s) as sanctioned, subject to the submission of annual audited Statement of Expenditure (SE) and Utilisation Certificate (UC) in the specified format of IGSTC along with annual progress report against the objectives, outputs, milestones, and targets specified in the Project as approved, subject to the satisfaction of IGSTC. The SE and UC along with all relevant documents should be submitted within 60 (Sixty) days from completion of respective Project year(s). The utilization of IGSTC grants as reported in SE and UC should be certified by qualified practicing Chartered Accountant firm registered under The Institute of Chartered Accountants of India (ICAI).

5.10 Ensure the consolidated SE and UC along with Project completion report and Key Performance Indicators (KPI) duly signed by the Grantees shall be submitted within stipulated time.

5.11 Conduct the audit of expenditure and utilization of grant-in-aid provided to Grantees. Further IGSTC shall reserve the right to ask for requisite documentations and vouchers of expenses in support of utilization of IGSTC grants from the Grantees.

6. Project Monitoring Committee:

A Project Monitoring Committee constituted by IGSTC for this Project shall monitor the Project to achieve objectives and milestones with timelines as defined in the Project proposal (Annexure 1). The terms of reference to the Project Monitoring Committee are:

6.1 To review and examine by conducting on-site visits or virtual assessment of the progress of the Project in conformance with the deliverables/milestones, targets and objectives set as contained in the Project.

6.2 To assess the Project developments impacting the domain of the Project.

6.3 Based on the assessment, the committee may recommend for:

6.3.1 foreclosure or modification in the components of the Project, within the overall approved objectives, budget and timeframe in the overall interest of the Project.

6.3.2 revision or reallocation of funding support to Grantees within the sanctioned budget.

6.3.3 Decide on the release of Year-3 funding to the Indian side partners of the project.

6.3.4 To advise on issues related to publications and securing of IPR individually or severally by the implementing parties; and

6.3.5 Any other matter as referred to by Director, IGSTC.

7. Outcomes of the Project:

7.1 The deliverables from the Project are defined and included in the Project document as defined in **Annexure 1**.

7.2 It is the responsibility of the Grantees to protect any intellectual property rights that may result from the Project in consultation with other Project partners (consortium).

7.3 The existing IP (background IP) in the Project if any shall remain with the respective owners.

7.4 It is the responsibility of Grantees and as expected by IGSTC to provide time to time progress of the Project and milestone achieved thereon within and after the Project duration.

7.5 Any publication in journals, presentation in seminars in respect of the Project is permitted only in consultation and concurrence with all partners. Such publications should acknowledge the support extended by IGSTC.

7.6 Grantees shall have the right to commercially exploit / conduct further research work post completion of the Project on the Intellectual Property in the Project so developed. IGSTC shall be kept informed about the commercialization, product development and IP exploitation..

7.7 Grantees under this Agreement shall abide by the Intellectual Property Governance Framework (IPGF) mutually agreed between project partners (as per Annexure 1) under the project.

8. Confidentiality:

8.1 All information exchanged between the Parties is strictly confidential and shall not be disclosed to any third parties without the prior written consent of the other Party.

8.2 Each Party undertakes to keep confidential all information, data, material, Intellectual Property, or communication furnished to it by the other Party, that relates to this Agreement, whether marked as confidential or not.

8.3 The receiving party shall not disclose such information to any third party without the prior written consent of the disclosing party or use such information for any purpose other than to carry out the purpose of this Agreement.

8.4 This obligation of confidentiality shall not apply to information in the public domain, information already in the possession of the receiving party at the time of disclosure by the disclosing party, information lawfully obtained by the receiving party from a third party under no obligation of confidentiality, information independently developed by the receiving party without reference to or reliance on the information of the disclosing party, or information which is required to be disclosed under an order of court or under any applicable law.

9. Integrity and Ethics

9.1 The Grantees or its employee including Project Investigators and project manpower must not indulge in any forms of corruption, manipulation, sharing of data & Information for personal gains, and bribing (material or immaterial benefits) and must follow a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the project.

9.2 The Grantees should procure equipment, goods & services at a fair competitive pricing by avoiding the high cost and the distortionary impact of corruption on public procurement. The Grantee should ensure that a fair, transparent and free from any influence / prejudiced is followed on procurement of Goods & Services.

9.3 The Grantees or its employees including Project Investigators should undertake project to act in good faith with respect to one and others to one and others' rights prior to, during or after project and to adopt all responsible measures to ensure the realization of the objectives prior to, during or after project Integrity and Ethics.

10. Effective date of the Agreement, tenure, foreclosure, and termination of the Agreement:

The Agreement shall be effective from the date of signing of the Agreement by parties ("**Effective Date**").

10.1 The Agreement shall remain effective till whichever of the following occurs last, unless suspended/terminated sooner:

- a) For the complete tenure of the Project or;
- b) Until full & final settlement of all dues to the satisfaction of IGSTC or;
- c) For as long as any monitoring or recording or IP governance is required under any relevant laws and regulations for Grantees.

10.2 The original Agreement duly signed by the all the Parties shall remain in the custody of IGSTC and a copy of the Agreement duly authenticated by IGSTC shall be provided to Grantees.

10.3 During the tenure of the Agreement, Parties hereto can terminate their part of the Agreement either for breach of any of the terms and conditions of the Agreement or otherwise by giving a three months' notice in writing subject to acceptance of IGSTC.

10.4 In case the Grantees decide to abandon the Project or for breach of any of the terms and conditions, the entire amount of the grant disbursed shall be open to IGSTC to affect the recovery, in any manner it thinks fit, from the Grantees.

10.5 In the event of termination of the Agreement, the rights and obligations of the parties thereto shall be settled by mutual discussions and written consensus.

10.6 The Grantees shall immediately refund any unutilized grant in aid to IGSTC, at its discretion, allow deduction of the future committed expenses to vendors/entity(s) on pro-rata basis according to the quantum of IGSTC's funding. The Grantees shall submit detailed accounts of funds received, utilized and unutilized. However, IGSTC may by a specific written order, prescribe a repayment schedule for the amount outstanding. If the Grantees intend to continue the Project at its own cost, it would be able to do so without restrictions from IGSTC after complying with these and all other relevant provisions. IGSTC reserves its legal right to recover the due amount if the Grantees fail to refund/return the due amount within the stipulated time frame.

10.7 The Grantees may, before the completion of the Project, terminate this Agreement by giving three months' notice in writing to IGSTC. IGSTC may also terminate this Agreement by written notice in the event of "the Grantees" committing breach of any term of this Agreement and either not rectifying it to the satisfaction of IGSTC or satisfying IGSTC about its inevitability within a specified period.

10.8 In the event of termination of the Agreement, no further grant disbursement shall be made by IGSTC, and the Grantees shall be liable to return immediately grant-in-aid support

received from IGSTC with an additional simple interest at the rate of 12 (twelve) per cent per annum within 30 (thirty) days of termination of the Agreement. In case of failure to repay, without prejudice to any other rights under this Agreement, the amount can be recovered by initiating any procedure as applicable in Indian laws.

10.9 The Project envisaged to have successful completion, as assessed by IGSTC. In case, during the tenure of the Project, it is found that the Project or any Project component is not likely to lead to successful completion, IGSTC may decide to foreclose the Project, or the Project component as warranted. In the event of the PI's retirement, resignation, transfer, or contract termination, the decision to continue the project shall be mutually agreed upon by the PI and/or the organization. It is, however, the decision of IGSTC on project continuity shall be final and abide.

10.10 Further default by not complying with the T&C of the Agreement, IGSTC reserves the right to terminate/foreclose the Project with immediate effect and shall take appropriate action. The decision of the IGSTC is fully binding on the Grantees.

10.11 No change or modification of this Agreement shall be valid unless the same is executed in writing and signed by Parties.

11. Force Majeure:

11.1 "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by the concerned Government, or authority.

11.2 The affected Party shall promptly notify the other Party and the Parties shall consult together to find out a mutually acceptable solution. However, for application of Force Majeure clause, any Party is unable to perform its obligations under this Agreement for a period of more than 30 days, either Party may terminate this Agreement, by giving a written notice of minimum 15 days to the other Party.

12 Indemnification:

12.1 The Grantees shall, at all times, indemnify and keep indemnified IGSTC against any claims or suits in respect of any losses, damages or compensation payable in consequences of any accident, death or injury sustained by their employees or by any other third party resulting from or by any act, omission or operation conducted by or on their behalf;

12.2 The Grantees shall, always, indemnify and keep indemnified IGSTC against all claims/damages etc. by any infringement of any Intellectual Property Rights (IPR) while carrying out their responsibilities/work under the Project and this Agreement;

12.3 The provision of Grant-in-aid support from IGSTC does not create any liability, explicit or implicit, on IGSTC in respect of the manpower engaged in the Project;

12.4 The Parties shall not be held responsible for non-fulfilment of their respective obligations in successful completion of the Project under this Agreement due to the exigency of one or more force majeure events such as but not limited to acts of God, war, flood, earthquakes etc.

13. Assignment of the Agreement:

The rights or / and liabilities arising to any Party to this Agreement shall not be assigned except with the written consent of the other Parties and subject to such terms and conditions as may be agreed upon between the involved Parties.

14. Dispute Resolution, Governing Laws, Arbitration & Jurisdiction:

14.1 Any disputes or claims arising out of or in connection to the implementation or application of any of the provisions of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

14.2 The Parties to this Agreement hereby agree that they intend to discharge their obligation in utmost good faith. The Parties therefore agree that they will always act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion and failing which, by, arbitration.

14.3 The parties agree that the discussion should be held in the spirit of resolution of the issues that have arisen between them with the intention of resolving the issues amicably at the earliest.

15. Severability:

If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable.

16. General financial & Award conditions applicable to Grantees:

16.1 Nothing contained in this Agreement will be construed as creating a Joint Venture, agency, partnership, or employment relationship between the Parties hereto, nor will any Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other Party.

16.2 Financial assistance from any other sources, if used for this project shall be informed clearly and linkages explained.

16.3 Accord due recognition and credit to the Project staff for the work done in/for the Project in their performance evaluation/assessments.

16.4 Obtain all necessary requisite approvals, clearance certificates, permission and licenses from the government or any local authority(s) / bodies for conducting activities or operations in connection with the Project.

16.5 Acknowledge the assistance of IGSTC while publishing or presenting Project in any manner related to its progress or its success along with the "Disclaimer" that reference therein to any specific commercial product, process, views or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or assuming liability of any sort by the IGSTC.

16.6 Assets acquired wholly or substantially out of the IGSTC grant, shall be maintained and utilized for other related scientific work by the PI and by others within the Organization for the term of its life. The Assets shall not be used for unethical purposes and shall be disposed of, only with prior information to IGSTC.

16.7 The equipment should be procured/installed within six months period of receipt of the grant under the sanctioned head. In case of delay due to any valid reasons the project partner shall inform the status of procurement to IGSTC.

16.8 The provision of grant-in-aid support by IGSTC does not create any liability, explicit or implicit, on IGSTC in respect of the manpower engaged by Grantees in the Project. However, the recruitment under the Project should be made through the provisions of respective Party and Govt. of India norms wherever applicable. It is also responsibility of Grantees to keep the transparency in the manpower recruitment in the Project and shall keep IGSTC informed. IGSTC under any circumstances shall not be held responsible for any non-compliance in the recruitment process and thereafter.

16.9 In case of unilateral decision by any Grantees to abandon the Project or for breach of any of the terms and conditions of this Agreement, the entire grant-in-aid amount released by IGSTC along with interest earned therein shall be refunded to IGSTC immediately.

16.10 Maintain strict confidentiality, data protection and refrain from disclosure thereof, of all or any part of such information and data exchange originated from the Project which are not in the public domain.

16.11 In case of any conflict and/or disagreement arising within the Consortium ("Consortium" means Indian & German project partners as per Annexure 1), IGSTC shall not be held liable under any law whatsoever. The terms and conditions of the Consortium Agreement shall be in harmony with this Agreement and will not contravene any provision of this Agreement. The Grantees are liable to comply with the terms & conditions stated in this Agreement and shall be held responsible in case any dispute arises between the project partners.

16.12 The Grantees or Project Coordinator/Investigator (as defined in **Annexure-1** of this Agreement) or any association shall be responsible in the event of violation of any applicable rules & regulations of the respective country during course of the Project. IGSTC will not be liable or responsible for such violation in any manner whatsoever.

16.13 Adhere to all Terms & Conditions laid down in the Agreement, as applicable, violation of which shall be liable to terminate the Project or IGSTC reserves the right to take any necessary action.

16.14 All reports to be submitted by the Grantees under this Agreement must be prepared as per the prevailing formats provided on IGSTC website and communicated as and when required.

16.15 Purchase of Goods & Services for the project directly or indirectly is the sole responsibility of Grantees and shall ensure comply with the applicable laws before such purchases / procurements.

16.16 For international travel, project partners must ensure prior approval from IGSTC & travel to India/Germany under the project should follow the principle of reciprocity i.e. travel expenses only by travelling side and local hospitality/stay expenses by hosting side. The airfare should be booked through direct and shortest route in economy class.

16.17 Grantees shall be liable to forfeiture of the project in the event of non-compliance with the timelines prescribed by IGSTC during the execution of the project.

17. Notices & Jurisdiction:

All notices and other communications required to be served on the Party under the terms of this Agreement shall be considered and duly served if the same delivered by hand or posted by registered mail to the Party at its last known address of business.

(Name, designation, and complete address including PIN code of the competent authority of the above party to be given here).

Similarly, any notice to be given to IGSTC shall be considered as duly served if the same shall have been delivered to, left with, or posted by registered mail to the IGSTC at its office at New Delhi.

Director

**Indo-German Science & Technology Centre Ground Floor,
Block -II (AI Block) Technology Bhavan,
New Mehrauli Road, New Delhi – 110016, India**

18. Entire Agreement:

This Agreement together with the appended Annexures constitutes the entire understanding between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement on the _____ day of _____, 202X first above written.

For & on behalf of IGSTC (first party)

Signature Name Designation Seal Witness 1 Witness 2
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For & on behalf of M/s (second party) duly authorized vide Resolution No dated of the Board of Directors Signature Name Designation Seal Witness 1 Witness 2	For & on behalf of M/s (third party) duly authorized vide Resolution No dated of the Board of Directors Signature Name Designation Seal Witness 1 Witness 2
For & on behalf of (fourth party) duly authorized by the Head of Institution Signature Name Designation Seal Witness 1 Witness 2	For & on behalf of (fifth party) duly authorized by the Head of Institution Signature Name Designation Seal Witness 1 Witness 2

THE PROJECT

1) Main Deliverables

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

2) Second Stage Proposal as attachment.

Annexure 2

FINANCIAL ALLOCATION

Second Party (The industry partner) -

(In ₹.)

Head of expenditure	Allocation			Total	Contribution requested from IGSTC	Own Contribution from industry
	1 st Year	2 nd Year	3 rd Year			
Manpower						
Equipment & Accessories						
Consumables & Materials						
Travel & Hospitality						
Networking Events (workshop/meetings)						
Outsourcing/subcontract						
Contingency						
Patent filing						
Total						

- a. The second party, the Indian industrial partner of the Project M/s. has agreed hereby to contribute ₹ from its own resources in the Project as per the above table with head wise breakup.
- b. The financial assistance by IGSTC is (Rupees) as grant-in-aid to second party in the Project.

For & on behalf of IGSTC (first party) Signature Name Designation Seal Witness 1 Witness 2	For & on behalf of M/s (second party) duly authorized vide Resolution No dated of the Board of Directors Signature Name Designation Seal Witness 1 Witness 2
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Annexure 2

Third Party (The industry partner), if exist as per consortium-

(In ₹)

Head of expenditure	Allocation			Total	Contribution requested from IGSTC	Own Contribution from industry
	1 st Year	2 nd Year	3 rd Year			
Manpower						
Equipment & Accessories						
Consumables & Materials						
Travel & Hospitality						
Networking Events (workshop/meetings)						
Outsourcing/subcontract						
Contingency						
Patent filing						
Total						

c. The third party, the Indian industrial partner of the Project M/s. _____ has agreed hereby to contribute

₹ _____ from its own resources in the Project.

d. The financial assistance by IGSTC is _____ (Rupees _____) as grant-in-aid to third party in the Project.

For & on behalf of IGSTC Signature Name Designation Seal Witness 1 Witness 2	For & on behalf of M/s (third party) duly authorized vide Resolution No _____ dated _____ of the Board of Directors Signature Name Designation Seal Witness 1 Witness 2
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FINANCIAL ALLOCATION

Fourth Party (The academia partner) -

(in ₹.)

Head of expenditure	Allocation			Total from IGSTC
	1 st Year	2 nd Year	3 rd Year	
Manpower				
Equipment & Accessories				
Consumables & Materials				
Travel & Hospitality				
Networking Events (workshop/meetings)				
Outsourcing/subcontract				
Contingency				
Patent filing				
Overhead Expenses				
Total				

For & on behalf of IGSTC	For & on behalf of (fourth party) duly authorized by the Head of Institute
Signature	Signature
Name	Name
Designation	Designation
Seal	Seal
Witness 1	Witness 1
Witness 2	Witness 2

Annexure 3

Fifth Party (The academia partner), if exists as per consortium-

(in ₹.)

Head of expenditure	Allocation			Total from IGSTC
	1 st Year	2 nd Year	3 rd Year	
Manpower				
Equipment & Accessories				
Consumables & Materials				
Travel & Hospitality				
Networking Events (workshop/meetings)				
Outsourcing/subcontract				
Contingency				
Patent filing				
Overhead Expenses				
Total				

For & on behalf of IGSTC (First Part)	For & on behalf of (fifth party) duly authorized by the Head of Institute
Signature	Signature
Name	Name
Designation	Designation
Seal	Seal
Witness 1	Witness 1
Witness 2	Witness 2

BOARD RESOLUTION

**Resolutions at a meeting of the Board of Directors dated for acceptance of the terms
and conditions of Letter of Intent and execution of documents for grant assistance**

The Chairman informed the Board that the Indo-German Science & Technology Centre (IGSTC), a Registered Society of Government of India has agreed, in principle, to provide a grant assistance to the company not exceeding Rs. (Rupees) for the company's project titled " " in joint partnership with (Indian academic partner), (German academic partner) and (German industrial partner).

After some discussion, the following resolutions were passed.

RESOLVED

1. THAT the company do accept the offer of IGSTC for grant assistance not exceeding Rs (Rupees only) on the terms and conditions set out in the standard form of Agreement received from IGSTC (copies whereof duly signed by the Authorised Signatory of the Board for purposes of identification, have been circulated to the Board/ placed on the table at the meeting) and also avail of disbursement(s) in part or full from time to time as may be allowed by IGSTC.
2. THAT the following directors, viz. Shri , Shri . and Shri be and are hereby authorised severally to convey to IGSTC acceptance on behalf of the company of the said offer for financial assistance on the terms and conditions contained in the Agreement referred to above and to execute such deeds, documents and other writings as may be necessary or required for this purpose including all amendments therein as may be suggested by and acceptable to IGSTC from time to time
3. THAT the Common Seal of the company be affixed to
 - a. the stamped engrossment(s) in duplicate of the Agreement (as per the Standard form with such modifications as may be agreed to between IGSTC and the company)
 - b. the stamped engrossment(s) of other documents as may be required to be executed under the Common Seal of the company in favour of IGSTC to secure the aforesaid facilities in the presence of any of the following directors viz. Shri , Shri and Shri who shall sign the same in token thereof.

CERTIFIED TO BE TRUE EXTRACT OF THE MINUTES BOOK OF THE PROCEEDINGS OF THE BOARD OF DIRECTORS

Chairman / CMD / Secretary